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The Solicitors' Journal and Reporter.

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Contents.

Cases Reported this Week.

In the Solicitors' Journal.

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CURRENT TOPICS.

MR. JUSTICE NORTH, whose return to the courts was, contrary to expectation, delayed until Thursday last, resumed his duties on that day. We are glad to learn that he appears to have perfectly recovered from his recent illness.

WE UNDERSTAND that the statement that Judge BARBER, Q.C., has resigned his office of Judge of County Court Circuit No. 19, on the ground of permanent infirmity, is correct, and that a retiring pension has been granted to him on that ground.

WE REGRET to announce the death of Mr. THEODORE WATERHOUSE, B.A., LL.B., of the firm of WATERHOUSE, WINTERBOTHAM, & HARRISON, of 1, New-court, Carey-street, W.C. Mr. WATERHOUSE was admitted in 1864, was elected a member of the Incorporated Law Society in 1865, and a member of the council of the society in 1883. Since he has been on the council he has done good work in relation to legal education, and has served as a member of the Examination Committee. He died at Bournemouth, after a long illness, on Monday, at the age of fifty-three.

IN THE RECENT case of *Burkhill* v. *Thomas* (reported elsewhere), which came before the Queen's Bench Division on the 28th ult., the question to be determined was whether section 65 of the County Courts Act, 1888, which empowers a High Court judge to remit an action of contract to any county court "in which the action might have been commenced *or in any court convenient thereto*," enables such action to be remitted to any county court *convenient to the parties*, or whether the court selected must not be *adjacent* to that in which the action might have been commenced. In construing the words "*convenient thereto*" to mean "*convenient to the parties*" the court (Lord COLERIDGE, C.J., and MATHEW, J.) followed the case of *Parsons* v. *Lakenheath* (5 Times Law Reports, 497) which does not, however, appear to be reported very fully, and which, we believe, finds no place in the *Law Reports* or in any of the other standard reports. It is submitted that this interpretation cannot be regarded as altogether satisfactory, having regard to the *dicta* of the Court of Appeal in *Curtis* v. *Stovin* (22 Q. B. D. 513), and to the language of the enactment itself, which seems to imply that the words "*convenient thereto*" have *exclusive* reference *to locality*, which ought, therefore, alone be considered in selecting the court to which an action shall be remitted. We hope that the Court of Appeal will, sooner or

later, have an opportunity of deciding what *is* the proper construction of the enactment in question.

The case of *Re The Anglo-Colonial Syndicate (Limited)*, reported elsewhere, is a good example of the maxim *omnia præsumuntur rite esse acta*. An agreement purporting to be made between a company and its promoters, for the issue to the latter of fully paid-up shares, was dated the 21st of January, 1888. The seal of the company was affixed to the agreement, but the company was not registered till the 25th of January, and consequently till that date it had no existence. The fact of the agreement bearing an earlier date was not material, as it is settled that a deed takes effect, not from its date, but from the time of execution (*Jayne* v. *Hughes*, 10 Ex. 430; Elphinstone, Norton, and Clark on Interpretation of Deeds, p. 119), but there was no evidence to shew when this took place. In the absence, however, of evidence to the contrary, Kekewich, J., held, in accordance with the above maxim, that the agreement must be presumed to have been executed after the company had come into existence, and was therefore valid. A further point in the case also called for liberal treatment. On the 25th of January the company issued to the promoters certificates of the shares to which they were entitled under the agreement; but the agreement itself was not filed with the registrar until the following day. The requirement of section 25 of the Companies Act, 1867, is that it shall be filed at or before the issue of the shares. In *Pool's case* (35 Ch. D. 579) North, J., held that by the word "at" it could not have been intended that the filing should be actually simultaneous with the issue of the shares, and that it was sufficient if the two events were practically contemporaneous. Hence he allowed a contract to have been duly filed under the section though the filing did not take place till the morning following the day of issue, and a similar view was taken by Kekewich, J., in the present case.

The decision of the Divisional Court (Lord Coleridge, C.J., and Wright, J.) in *Parsons* v. *King* shews that if a dog, not otherwise known to be savage, is allowed to have one bite, he must rest contented with this, and, even though it be a slight one, and, therefore, no great satisfaction to him, his chance has gone, and he may not immediately try a second. At least, if he does, his owner will have to pay for it. It seems, indeed, to have been the opinion of Lee, C.J., that after the first bite the dog's life was properly forfeit, for he ruled in *Smith* v. *Pelah* (2 Strange, 1264) that "if a dog has once bit a man, and the owner having notice thereof keeps the dog, and lets him go about or lie at his door, an action will lie against him at the suit of a person who is bit, though it happened by such person's treading on the dog's toes, for it was owing to his not hanging the dog on the first notice. And the safety of the King's subjects ought not afterwards to be endangered." This was in 1745, but a century later Cresswell, J., evidently thought that dogs, even of a ferocious nature, were entitled to the benefit of the changed manners of the age. In *Charlwood* v. *Greig* (3 Car. & K. 46), after referring to the above passage, he said: "Our criminal code has been much modified since that time, and that would not now be considered as a proper mode of proceeding." But whether the dog should be hanged or not, it is quite clear that his master is liable for him as soon as in any way he has knowledge that the animal is, as the pleaders say, accustomed to bite mankind, and though, to establish this, an actual bite is by no means necessary (*Worth* v. *Gilling*, L. R. 2 C. P. 1), yet, contrary to the rule as to customs generally, a single bite is quite sufficient. In the recent case of *Parsons* v. *King* the dog followed up his first bite, which was only slight, by another and more serious one, inflicted on the same individual within half an hour. The owner was present on each occasion. It is clear that immediately after the first bite he had knowledge of the dog's nature, and, as soon as sufficient time had elapsed for him to gain control of the animal, he became responsible for its future conduct. Upon this view the court decided.

The Court of Appeal has arrived at a rather strong decision in the case of *Re North Australian Territory Co.* (reported elsewhere). The qualification shares of a director were paid for by himself out of his own money, on an undertaking by one of the promoters, acting as agent for the vendor of the company, to buy the shares from the director at any time at the price paid by the director to the company. This undertaking (as the court held) was not disclosed to the company. The value of the shares having gone down to *nil*, the director was relieved of them in accordance with the undertaking, and the Court of Appeal has held that the money paid to him in respect of the shares belongs to the company. The company thus get £500, the full amount due on the shares, and £500 more because a promoter has nominated and indemnified a director. The decision is expressed to be founded on a principle stated by Lord Justice Mellish in *Hay's case* (L. R. 10 Ch. 593), and well known long before—that "an agent cannot, without the knowledge and consent of his principal, be allowed to make any profit out of his agency beyond his proper remuneration as agent." Now Mr. Archer, the director in the recent case, received no profit (beyond director's fees, if any) from being a director, unless indemnity against loss from a falling market is profit; and the company suffered no proved loss from the fact of Mr. Archer acting as one of their directors. As regards the so-called profit, it seems plain that, as against what Mr. Archer received under his indemnity, must be set off the amount which he lost by the shares having gone down in value—in other words, the director got no profit which is appreciable by any ordinary mind. We venture to think that *Hay's case* is distinguishable. In that case, as James, L.J., said, "a body of English gentlemen consented and condescended" to become directors—the Lord Justice called them "hired retainers"—on certain terms proposed by the vendors—"unknown adventurers from the other side of the Atlantic." The terms included payment by the vendors for the directors' qualification shares. Before the company had paid their purchase-money to the vendors the directors met and drew a cheque in favour of one of the vendors for the amount of a directors' qualification shares. This was indorsed by the vendors' agent, and handed to the director, who therewith paid for his qualification shares. As James, L.J., said, the cheque "was never intended to be, and never did become, under the control and power of the vendors. It never left the board-room. . . . It was a cheque by which the money of the company was taken by one of the directors under the authority and with the consent and knowledge of his co-directors for the purpose of paying that which was a bribe to him for having sold the company in the transaction. . . . It never, in the contemplation of this court, ceased to be the property of the company." The learned judge evidently relied on the fact that the cheque "was never intended to be, and never did become, under the control or power of the vendors." But in *Archer's case*, for aught that appeared in evidence, the company did pay the vendors the whole of the purchase-money, and no part of it was applied in payment of Archer's qualification. Nor would any money have reached Archer from the pockets of the vendors unless the shares had gone down in value. In *Hay's case* the director received at the outset a present of his shares. *Hay's case* is undoubtedly good law, and was approved at the time of the decision by the profession. But we submit that it went quite far enough, and *Archer's case* goes further. If it is good law it affects a great many transactions which have taken place on the formation of limited companies to take over private businesses of good standing. In many of these cases sons and old servants of members of the old firms have qualified as directors under very similar circumstances to those in *Archer's case*. An appeal to the House of Lords is talked about, and it is quite on the cards that the tribunal which decided *Derry* v. *Peek* will reverse another somewhat strained decision of the Court of Appeal.

In the case of *Squire* v. *Pardoe* (reported *ante*, p. 77) the Court of Appeal, while professing to recognize, seems nevertheless to have practically disregarded, the well-established rule of practice that a mortgagee ought not to be deprived of his costs or made to pay the plaintiff's costs in an action for redemption, unless the action was rendered necessary by "some

improper defence or other misconduct" on the part of the mortgagee (*Cotterell* v. *Stratton*, L. R. 8 Ch. App. 295, *per* Lord SELBORNE, at p. 302). Shortly stated, the facts of the present case were these: The plaintiff was a mortgagee of two estates, A. and B., belonging to the same mortgagor, under a mortgage created on the 16th of March, 1886. At that date there was subsisting a prior mortgage on A. created on the 1st of September, 1885, to KEMPSON, and also a prior mortgage on B. created in June, 1876 (before the passing of the Conveyancing Act, 1881), to the Monarch Building Society. The defendant was a transferee of KEMPSON's mortgage on A. On the 3rd of June, 1886, the mortgagor, out of moneys advanced by the defendant, paid off the Monarch Society's mortgage on B., and on the next day—June 4th—executed a mortgage of B. to the defendant for the full amount of the money advanced on the 3rd of June by the defendant. The plaintiff afterwards informed the defendant that he wished to redeem the defendant's mortgage on A., but the defendant claimed to be entitled to consolidate his mortgage of the 4th of June, 1886, on B. with his mortgage on A., and refused a definite offer made by the plaintiff, before action, to redeem the defendant's mortgage on A. if the defendant would withdraw his claim for consolidation. An action for the redemption of the defendant's mortgage on A. was then brought by the plaintiff, who also asked to have it declared that the defendant was not entitled to consolidate. NORTH, J., at the trial held that there was an intention indicated by the transactions of June 3 and June 4, 1886, to keep alive the mortgage of the Monarch Society over B. for the benefit of the defendant, and that as that mortgage was created before the Conveyancing Act, 1881, the defendant was entitled to consolidate. The Court of Appeal, however, reversed NORTH, J., and held that the mortgage of the Monarch Society over B. could not be treated as still subsisting, and that the defendant was, therefore, not entitled to consolidate. Then the question of costs was raised. It was pointed out on behalf of the defendant that, having regard to the fact that NORTH, J., had decided in his favour, it could not be said that the defendant had acted unreasonably in raising the claim for consolidation, and that the point was at least an arguable one. The Court of Appeal, however, ordered the defendant to pay the plaintiff's costs of the action up to and including the trial, as well as the costs of the appeal. LINDLEY, L.J., said that "if a mortgagee refuses to accept an offer rightly made to redeem him, and thereby causes litigation, he ought to pay the costs of it." This decision certainly seems to give the go-by to any consideration of the question whether the refusal of the mortgagee was, under the circumstances of the case, reasonable or not. In *Smith* v. *Watts* (22 Ch. D. 5); JESSEL, M.R., said: "If a mortgagee brings in his account, and under a wrong impression of the law, but *bonâ fide* and honestly, makes a claim which cannot be supported and is disallowed, he does not pay the costs, and, even if the brewers had failed, I should have held them entitled to their costs in the court below"; and COTTON, L.J., added: "All mortgagees, unless they misbehave themselves, have a right to their costs, and it cannot be said that, when a mortgagee, having such a point as this, requires it to be brought before the judge personally, he is guilty of anything wrong." In the case of *Bird* v. *Wenn* (33 Ch. D. 215) STIRLING, J., commenting on *Smith* v. *Watts*, said (at p. 219): "It is only in a rare case that costs ought to be given against a mortgagee who brings forward a case which is fairly open to argument. This rule was established, I think, by the decision of the Court of Appeal in *Smith* v. *Watts*." It is difficult to reconcile the decision of the Court of Appeal in the present case with this view of the rule, unless the case be treated as a "rare case," and as being an exception proving the rule; but it can hardly be regarded in that light.

A CURIOUS POINT of mercantile law arose last week in a divisional court in the case of *Fry* v. *Raggio* (reported elsewhere). A contract had been made between the plaintiffs, coal merchants at Cardiff, and the defendants, who were Italian subjects and carried on business at Genoa. The plaintiffs were to supply the defendants with several cargoes of coal (at sixteen shillings per ton) which were to be paid for "in cash against receipt of shipping documents," and it was mainly upon the meaning of these words that the difficulty arose. The plaintiffs not having received payment for portions of the cargoes, commenced an action in the English courts, and obtained leave to serve notice of the writ of summons out of the jurisdiction, on the ground that the action was founded on an alleged breach within the jurisdiction of a contract, "which, according to the terms thereof, ought to be performed within the jurisdiction." The point which exercised the mind of the court and led to the disagreement of two learned judges (Lord COLERIDGE, C.J., and MATHEW, J.) was whether the contract in question was one which, according to its terms, ought to be performed within the jurisdiction. It seemed natural that payment "against the receipt of the shipping documents" meant payment at Genoa, where the shipping documents would be received. On the other hand, payment "in cash" would appear to mean payment in English money, that being the only currency specified by the terms of the contract. This view was supported by the previous course of business between the parties—payment having, on former occasions, been made by cheques upon London bankers sent to the defendants in Cardiff by post from Genoa — and this was the view which was adopted by Lord COLERIDGE, C.J., and was decisive of the question so far as the present appeal was concerned. MATHEW, J., upon the analogy of the cases as to the acceptance of a contract being complete when the letter accepting the terms is placed in the post by the acceptor, held that this contract would have been completely performed upon the posting of a cheque in Genoa to the defendants, and that it was accordingly wholly to be performed out of the jurisdiction. The result, therefore, was that the plaintiffs are at liberty to continue their proceedings in this country, unless the Court of Appeal should differ from the decision of the Lord Chief Justice.

THE DISTURBANCE OF ORDER 14.

THE machinery of order 14 has been thrown out of gear. For years past this section of the judicial machine has worked admirably. It has separated from the great bulk of actions brought in the High Court a particular class of cases, amounting to about one-half of the whole, and has provided for that class of cases a swift and sure means of obtaining judgment, without sacrificing justice to rapidity. Many cases have been decided dealing with procedure under order 14, and hitherto they have one and all directed its operation without impeding it, and in many instances have distinctly improved and facilitated it. It has, therefore, grown to be a branch of our procedure of which we have had just cause to be proud. And now it has been thrown out of gear, partly by a decision based upon a pure technicality, and partly by a doubt which has been recently raised as to the meaning of a phrase of four words in the rule on which the whole practice rests. The doubt on the one point and the technical decision on the other, by their reaction upon one another, have combined to create friction which calls for the prompt attention of the Rule Committee or the strong hand of the Court of Appeal to remove its cause.

The case of *Gurney* v. *Small* (W. N., 1891, p. 168) is the decision to which we have referred. The point of that case may be very shortly stated. The plaintiff issued a writ indorsed for a liquidated sum, giving dates and items, and generally conforming to the requirements of ord. 3, r. 6. So far as this part of his claim was concerned his writ was specially indorsed. Of that there was no question. But, in addition to this liquidated claim, a further claim was added for an unliquidated amount for use and occupation of premises. The defendant appeared, and the plaintiff took out a summons under order 14. On the hearing of the summons the defendant objected to summary judgment, on the ground that the writ was not specially indorsed within ord. 3, r. 6, his contention being that the addition of an unliquidated claim vitiated the special indorsement. This objection was a sound one, no doubt, and the master adjourned the summons, and gave the plaintiff leave to amend his writ by striking out the unliquidated claim. Subsequently, after amend-

ment, the master made an order for judgment. Against this order the defendant appealed, and the ultimate decision was given by the Divisional Court on the 12th of August last. The court decided that the words of ord. 14, r. 1, "where the defendant appears to a writ of summons specially indorsed under ord. 3, r. 6," must be taken to mean that if there was such a defect in the special indorsement as to vitiate it, it was not a special indorsement at the time when the defendant appeared to it, and no subsequent amendment could remedy the defect so as to allow proceedings to be taken under order 14. The master had no jurisdiction to order an amendment for the purpose of retaining the case within the operation of order 14. We have, therefore, these two points clearly established—viz., (1) The addition of an unliquidated claim to a specially-indorsed liquidated claim takes the claim, as a whole, out of the scope of ord. 3, r. 6, and consequently out of the operation of order 14; and (2) a writ not specially indorsed cannot, after appearance, be amended by making it specially indorsed so as to bring it within order 14.

We now come to the second point, which we cannot treat as being finally decided, as there are several cases being held in abeyance until an authoritative determination of it has been obtained. After the decision in *Gurney* v. *Small* difficulties began to arise in chambers. Prior to that case it was the established chamber practice to allow a plaintiff to correct any technical error in his special indorsement by giving leave to amend, and to renew his application for summary judgment on an adjourned appointment. The great majority of claims under ord. 3, r. 6, are for debt and interest. After the full statement of the claim for debt and the amount of interest due, a further claim is usually added for running interest (where there is a contract, express or implied, to pay interest), thus: "And the plaintiff further claims interest on the above sum of [debt] at £— per cent. until payment or judgment." Some few weeks ago one of the judges in chambers, having in mind the case of *Gurney* v. *Small*, was in considerable doubt whether this claim for interest did not vitiate the special indorsement: whether it was not, in fact, an addition of an unliquidated claim, and therefore under *Gurney* v. *Small* an incurable defect. This is the point which awaits decision.

The case of *Elliott* v. *Roberts* (reported elsewhere), which came before the Divisional Court on the 26th of November, cannot be taken as definitely settling the point, because it was a money-lender's action, and the rate of interest claimed was exorbitant. What is greatly needed is a decision on one of the several cases now in abeyance, in which an ordinary claim carrying interest is supplemented by a further claim for running interest at an ordinary rate—say, five per cent. The words of ord. 3, r. 6, are as follows:—"In all actions where the plaintiff seeks only to recover a debt or liquidated demand in money payable by the defendant, *with or without interest*, arising," &c. The whole point really narrows itself down to the limits of an interpretation of the words "*with or without interest*." How are they to be read with their context? Do they mean that the plaintiff's claim for the debt may be made with or without interest? Or that the plaintiff's claim may be made under the rule for a debt which is payable by the defendant with or without interest? If it only means the latter the words "with or without interest" are merely embarrassing surplusage, for the plaintiff's claim for interest would in every case be stated as a liquidated sum, and would therefore be included in the "liquidated demand" claimed under the contract. If they mean that a running interest may be claimed under ord. 3, r. 6, in addition to the debt and the stated amount of interest due on it up to the date of the writ, then it is highly desirable that an authoritative decision should be given to that effect as soon as may be.

In any case the purpose with which the summary procedure under order 14 was created has been greatly weakened by *Gurney* v. *Small*. The power of amendment so long exercised in chambers in accordance with the spirit, if not with the letter, of the rules, and taken away by the decision in that case, ought, in our opinion, to be restored by a rule of court. We cannot afford in these days to drive litigants away from our courts by throwing in their way purely technical impediments to the attainment of their rights.

"ONCE A MORTGAGE ALWAYS A MORTGAGE."

The House of Lords have affirmed, by a majority of three to one, the decision of the Court of Appeal and of North, J., upon the claim made by the Marquis of Northampton against the trustees of the National Life Assurance Co., and, considering the strain put upon the equitable doctrine involved, the result has been attained with remarkable unanimity. The only dissentient judgments have been those delivered by Lord Hannen in the House of Lords and Bowen, L.J., in the Court of Appeal, while the majority includes Lords Selborne, Bramwell, and Morris; Cotton and Lindley, L.JJ.; and North, J.

As to the existence of the rule that equity will allow no fetter to be placed upon an equity of redemption, no doubt, of course, has been expressed, and Bowen, L.J., referred to the doctrine as a wholesome one (39 W. R., at p. 70). In this opinion Lord Bramwell was naturally unable to concur, and he hinted that equity, in its anxiety for the welfare of borrowers, had probably disabled them from contracting on the terms most favourable to themselves. But he was bound to admit that the rule was a binding one, and, indeed, it is as well established as any of the rules which have been handed down from the old Court of Chancery. It was acted upon by Lord Keeper North in *Howard* v. *Harris* (1 Vern. 190) in 1683. In *Jennings* v. *Ward* (2 Vern. 520), in 1705, it is laid down that a man shall not clog the redemption with any by-agreement. And in *Toomes* v. *Conset* (3 Atk. 261), in 1745, Lord Hardwicke, C., said: "This court will not suffer, in a deed of mortgage, any agreement in it to prevail, that the estate become an absolute purchase in the mortgagee upon any event whatsoever; and the reason is because it puts the borrower too much in the power of the lender, who, being distressed at the time, is too inclinable to submit to any terms proposed on the part of the lender." In the present instance Lord Bramwell spoke of the borrower as a man perfectly competent and advised by competent advisers. But whatever may be the reasons for the rule, and whether they are applicable or not to the particular case, there is no doubt as to its existence.

The only difficulty in the case related to the preliminary point whether there ever had existed an equity of redemption in the borrower so as to attract the operation of the rule. The borrower was Earl Compton, the eldest son of the Marquis of Northampton; the lenders were the National Life Assurance Society, and the sum advanced was £10,000. Primarily this was secured by a mortgage in Scotch form of Earl Compton's reversionary interest in certain Scotch estates, subject to the life estate of his father, but, to secure the society against the possibility that he might die in his father's lifetime, it was arranged that the society should effect a policy on the life of the earl as against that of his father for the sum of £34,500 in such assurance company as they might select. The interest and the premiums were to be allowed to accumulate for the first five years, after which time they might be recovered from the borrower. Clause 4 of the agreement provided that, in the event of Earl Compton not having paid the whole sum due before the death of his father, the policy was to belong absolutely to the society, while they were to exercise their powers under the mortgage as fully as if no policy had been effected. By clause 5, in the event of payment of all sums due before the death of the father, the society were to assign the policy to Earl Compton; while by clause 6, in the event of Earl Compton predeceasing his father without having paid off the society, the latter were to retain all sums due to them out of the policy moneys, and were to hand over the balance to Earl Compton's representatives; at the same time, should the policy moneys be insufficient, the society were to be entitled to proceed under the mortgage deed against Earl Compton's estate. The last clause was modified by a subsequent agreement according to which, in the event in that clause specified, the policy and all the moneys secured thereby were to belong absolutely to the society. It was upon the effect of this subsequent agreement that the controversy turned, Earl Compton having died in 1887, during the lifetime of his father, and having left the sums due to the society unpaid.

The policy was, in fact, taken out by the lenders in their own office, but it was unanimously agreed that this made no

difference, and the real point at issue was whether Earl COMPTON had ever had a redeemable interest in the policy. Moreover, it was agreed that where a creditor secures himself by taking out a policy on his debtor's life, the premiums on which are to be paid by the debtor, there is at least a presumption that the policy belongs to the debtor, and that his estate is entitled to any surplus there may be after satisfaction of the debt, and indeed, in most of the authorities, this is asssumed to be a necessary inference of law rather than a mere presumption. In *Morland* v. *Isaac* (3 W. R. 397, 20 Beav. 389) the result was put distinctly upon the liability of the debtor to pay the premiums, and although in that case the debtor had never expressly agreed to do so, yet it was held to be sufficient that the premiums had been charged in accounts rendered to him. In *Bruce* v. *Garden* (L. R. 5 Ch. 32) JAMES, V.C., arrived at a similar result, where the premiums were simply charged against the debtor in the creditor's account-books, no notice of this being given to the debtor; but this decision was reversed on appeal, and Lord HATHERLEY, C., laid down the following test:—"The court requires distinct evidence of a contract that the creditor has agreed to effect a policy, and that the debtor has agreed to pay the premiums, and in that case the policy will be held in trust for the debtor." So, too, in *Courtenay* v. *Wright* (9 W. R. 153, 2 Giff. 337), STUART, V.C., after examining the authorities, deduced from them the principle that, where the relation of debtor and creditor exists, and the true construction of the instruments and the evidence of the real nature of the transaction shew that the policy was effected by the creditor as a security or indemnity, then, if the debtor substantially bears the expense of the security, he is, on a principle of natural equity, entitled to have the security delivered up to him when he pays his debt.

In the present instance Lord SELBORNE seems to have doubted whether the mere liability of the debtor for the payment of premiums would be sufficient to make the policy his property contrary to the terms of the contract, though he admitted that upon the authorities such was its *primâ facie* effect. However, so far from the contract being opposed to this, he was able to point to various indications that Earl COMPTON was really treated as the owner of the policy. If he had no interest in it, the effecting of the insurance by the lenders in their own office was a mere form without any substantial meaning; his equitable interest was consistent with the provision of clause 4, that in the event therein specified the policy should belong absolutely to the society, and consistent, too, with the use of the word "assign" in clause 5; while so much of clause 6 as was not abrogated by the subsequent agreement, by requiring the society to set off sums shewn to be due by a certified account against the policy moneys, shewed that Earl COMPTON was regarded as having an interest in the policy. Het hus arrived at the conclusion that the presumption in favour of the policy belonging to the borrower was supported by the terms of the agreement, and, indeed, it seems clear that there was quite sufficient to impute to Earl COMPTON a beneficial interest, which, as the policy was created by way of security, carried with it a right of redemption.

The result disposes also of the argument upon which the dissentient judgments of BOWEN, L.J., and Lord HANNEN were founded, that the express stipulation contained in the supplementary agreement rebutted the presumption that the policy belonged to Earl COMPTON. "In the clear light," said BOWEN, L.J., "of a distinct agreement upon the point the presumption pales its ineffectual fire and disappears." But the reasoning fails as soon as it is clear that the beneficial interest of the borrower in the policy rests on no mere presumption, but is supported by all the circumstances of the transaction other than the supplementary agreement. Under the previous agreement the equity of redemption was already well constituted, and the subsequent stipulation which would have taken it away from the borrower was an infringement of the established rule of equity, and was properly rejected. The circumstances were, of course, peculiar, but the result is really no hardship upon the society. They were willing to grant the policy in consideration of the premiums, and these will now be paid to them. It was part of their business to accept the risk of having to pay the policy moneys, and in seeking to lessen this risk they were attempting to do what the nature of the security would not allow.

REVIEWS.

THE ANNUAL PRACTICE.

THE ANNUAL PRACTICE, 1892. BEING A COLLECTION OF THE STATUTES, ORDERS, AND RULES RELATING TO THE GENERAL PRACTICE, PROCEDURE, AND JURISDICTION OF THE SUPREME COURT. WITH NOTES, FORMS, &c. By THOMAS SNOW, M.A., Barrister-at-Law; CHARLES BURNEY, B.A., a Chief Clerk of the Honourable Mr. Justice Chitty; and FRANCIS A. STRINGER, of the Central Office, Royal Courts of Justice. 2 vols. Sweet & Maxwell (Limited); Stevens & Sons (Limited).

Mr. Burney's illness has thrown an unusually large share of the labour of preparing the present edition on Mr. Stringer; but he has not in any way that we can discover remitted the vigilant care with which his special part of the work has always been edited. His notes on the new order 48a as to actions by and against firms are models of clear, practical, and concise exposition. The statutory additions to the volume during the year have been slight, but the judicial additions have apparently been exceptionally heavy; the preface speaks of more than 600 new notes and references to the practice cases of the year. The result has been to compel the transfer of the former Part III. (Court Fees and Stamps) and Part IV. (Forms) to vol. 2—a course which it seems to us will not be attended with any considerable inconvenience, when once practitioners have learned where to look for the matter transferred. The editors, we are glad to observe, have adhered to the sound rule of collecting practice cases from every available source; the collection has been diligently made, and the decisions are, in general, both well stated and well interwoven with the old matter. The edition is, in our opinion, a very good one, but there naturally remain a few more or less doubtful statements in the notes. Our attention has been drawn to one or two of these points, which we may mention for the consideration of the editors. On page 246 (Service out of the Jurisdiction) we are told that counter-claims "are to be regulated by the rules applicable to service of writs; they would, therefore, seem to be within the principle of the cases deciding that third-party notices may be served out of the jurisdiction." We are not clear that this is correct, and, at all events, a reference should be given to *Potters* v. *Miller* (31 W. R. 858). Again, at p. 629 (Notice of Trial), the note says "the defendant should either give notice of trial or move to dismiss under this rule [ord. 36, r. 12], and cannot set down the action on motion for judgment under ord. 32, r. 6 (*Litton* v. *Litton*, 3 Ch. D. 793)." The observations on *Litton* v. *Litton* in *Pascoe* v. *Richards* (29 W. R. 330) seem to have been overlooked.

BOOKS RECEIVED.

Principles of the Common Law. Intended for the use of Students and the Profession. By JOHN INDERMAUR, Solicitor. Sixth Edition. Stevens & Haynes.

Practical Forms of Agreements relating to Sales and Purchases, &c., &c. With Variations and Notes. By H. MOORE, Esq. Third Edition. Revised and Edited by T. LAMBERT MEARS, LL.D., M.A. (Lond.), Barrister-at-Law. William Clowes & Sons (Limited).

The Secretary's Manual on the Law and Practice of Joint-Stock Companies, with Forms and Precedents. By JAMES FITZPATRICK, Secretary of Public Companies and Accountant, and V. DE S. FOWKE, Barrister-at-Law. Jordan & Sons.

The Law of Bankruptcy. Shewing the Proceedings from Bankruptcy to Discharge, also the General Rights of Creditors and Debtors, and the Duties of Trustees in Bankruptcy. With an Appendix of Costs, Fees and Percentages, a Table of Cases Cited, and a full Index. By C. E. STEWART, M.A., Barrister-at-Law. Effingham Wilson & Co.

A Manual of Theatrical Law. Containing chapters on Theatrical Licensing, Music, and Dancing generally, and Dramatic Copyright. With an Appendix of all the Lord Chamberlain's Forms and those of the County Council for Licensing. By CLARENCE HAMLYN, Barrister-at-Law. Waterlow & Sons (Limited).

The Stamp Act, 1891 (54 & 55 Vict. c. 39). Handbook to Stamp Duties. Containing the Text of the above Act. With a complete Alphabetical Table of all Documents liable to Stamp Duty. Revised by H. S. BOND, Esq., of the Solicitors' Department, Inland Revenue, Somerset House. Seventh Edition. Waterlow & Sons (Limited).

Coote's Common Form Practice and Tristram's Contentious Practice and Practice on Motions and Summonses of the High Court of

Justice in Granting Probate and Administrations. Eleventh Edition. By THOMAS HUTCHINSON TRISTRAM, Q.C., D.C.L. Butterworths.

A Chart of the Law of Real Property. Sweet & Maxwell (Limited).

The Principles of Pleading in Civil Actions under the Judicature Acts. By W. BLAKE ODGERS, M.A., LL.D., Barrister-at-Law. Stevens & Sons (Limited).

CORRESPONDENCE.

THE INCORPORATED LAW SOCIETY AND THE PROFESSION.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Referring to the circular of the president of the Incorporated Law Society recently addressed to solicitors who are not members of, and urging them to become members of, the society, and to your article on the subject in your issue of the 28th ult., it seems to me highly probable that little immediate practical result will arise therefrom, looking to the effect former similar circulars have had, and there appears to me to be little doubt as to the reason why this should be so.

It is an undeniable fact that there are thousands of solicitors, and especially the younger ones, who consider that the society is, and has been, governed by a body of gentlemen (themselves, of course, highly honourable and able) whose position in the profession is assured whatever may happen in the future, and who have failed in the past, in protecting the interests of their younger and humbler fellows from being constantly harassed and attacked by parties for political purposes, and by officials whose constant aim is to absorb as much of the business as possible, and to create offices for that purpose. This may be, and no doubt is, unjust to the gentlemen to whom I have referred, but it is nevertheless true that the impression prevails, and that it has existed for many years past, and the great bulk of solicitors consequently feel or think that there is nothing to be gained by becoming members of the society.

Solicitors are aware that numerous schemes for the development of the officialism programme are in contemplation which will, if carried out, most seriously injure, and in fact practically ruin, most branches of the profession, and they do not consider that the society, as it at present operates, will succeed in preventing these schemes being carried in the future any more than has been done in the past.

What is the remedy for this, and how is the impression to be got rid of? There seems to me a very simple one, and I venture to say that if applied it will result in inducing the whole or the greater proportion of the solicitors to become members of the society, and thus creating a combination which will cause any Government in power, of whichever party it may be, to hesitate before adopting legislation which will have the effect of taking legal business away from its legitimate professors and placing it in the hands of (in many instances) unskilled and untrained officials. I submit that the society should boldly announce to the profession that it intends, whenever required, to bring *political* pressure to bear upon any Government proposing such legislation as I have referred to. Such an expression of intention by the society would, I have little doubt, encourage solicitors (especially the younger ones) to join the society, and they would feel that at last there was a body determined to protect the interests of the profession.

C. J.

London, December 3.

CASES OF THE WEEK.

Court of Appeal.

STUMORE *v.* CAMPBELL & CO.—No. 1, 28th November.

PRACTICE—GARNISHEE ORDER—DEBT OWING FROM THIRD PARTY WHO COULD SUCCESSFULLY COUNTER-CLAIM FOR LARGER AMOUNT.

This was an appeal from the decision of A. L. Smith, J. The plaintiff had recovered judgment for £1,600 against one Colonel Betty. The defendants, acting as Colonel Betty's solicitors, entered into negotiations with the plaintiff's solicitors as to the satisfaction of the judgment debt. In accordance with the arrangement at which they arrived, Colonel Betty paid to the defendants a sum of money to be handed over to the plaintiff as soon as he had arranged to meet the remainder of the judgment debt by bills of exchange. Colonel Betty, however, died before doing so, and the arrangement, therefore, fell through. The plaintiff then applied for a garnishee order to attach the sum in the hands of the defendants, but the defendants alleged that Colonel Betty was indebted to them for costs to a much larger amount. An issue was, therefore, ordered, which was tried before A. L. Smith, J., to discover whether at the date of the application the defendants were indebted to Colonel Betty's estate. A. L. Smith, J., held that although, since the money was handed to the defendants by Colonel Betty for a specific purpose, their lien for costs would not attach, and although they could not set off their claim, yet, since Colonel Betty had owed them costs amounting to a larger sum than that deposited with them, they would be able, in an action by Colonel Betty's executors for money had and received, to successfully counter-claim for a larger amount, and he therefore held that there was no debt which the plaintiff could attach. The plaintiff appealed.

THE COURT (Lord ESHER, M.R., and LOPES and KAY, L.JJ.) allowed the appeal and reversed the decision of A. L. Smith, J.

Lord ESHER, M.R., said that this money was handed over to the defendants by Colonel Betty for a specific purpose which had failed. Thereupon a trust arose in favour of Colonel Betty's estate, and it became their duty to hand it back to his personal representatives. They would have had no answer to an action by Colonel Betty's executors for money had and received. The law was perfectly clear that they could not set up their solicitor's lien against it (*Brandao* v. *Barnett*, 12 Cl. & Fin. 787). It was equally clear that before the Judicature Acts a plea of set-off would have failed. But it was said that because since the Judicature Acts the defendants could have counter-claimed for the amount due to them, which exceeded the sum deposited with them, there was no debt. As had been said over and over again, the Judicature Acts only altered procedure. They did not affect the rights of parties. The power to proceed by way of counter-claim was only another way of bringing a cross-action. On the trial of an action, in which there was a counter-claim which was not a set-off, there might be judgment for the plaintiff on the claim, which would create an ascertained judgment debt which could not be disputed, and there might be judgment for the defendant on the counter-claim, which would create another judgment debt. The actions and the judgments were entirely independent for all purposes except that of execution. In *Westacott* v. *Bevan* (39 W. R. 363; 1891, 1 Q. B. 774) Wills, J., had said that the claim and counter-claim were only to be treated as independent actions for the purpose of the taxation of costs. That was to entirely misinterpret everything which had been said on the subject by the Court of Appeal. Although it was possible that the decision arrived at in that case was correct, he (the Master of the Rolls) entirely differed from what Wills, J., had said. The judgments on claim and counter-claim were absolutely separate judgments except for the purpose of execution. It followed, therefore, that the defendants were indebted to Colonel Betty's estate in a sum of money, and the fact that they could successfully counter-claim for a larger amount did not affect that debt, which could consequently be attached by the plaintiff.

LOPES and KAY, L.JJ., gave judgment to the same effect.—COUNSEL, *Phipson*; *R. T. Reid*, Q.C., and *Muir Mackenzie*. SOLICITORS, *Granville Lugard*; *Campbell, Reeves & Hooper*.

[Reported by A. P. PERCEVAL KEEP, Barrister-at-Law.]

LAW *v.* LOCAL BOARD OF REDDITCH—No. 1, 26th November.

CONTRACT—PENALTY OR LIQUIDATED DAMAGES PAYABLE ON OCCURRENCE OF SINGLE EVENT.

This was an appeal from the decision of Hawkins, J. The plaintiff undertook to do certain drainage works for the defendants. The contract contained the following proviso:—"The works shall be completed in all respects, and cleared of all implements, tackle, impediments, and rubbish on or before April 30, 1889 . . . . and in default of such completion the contractor shall forfeit and pay to the urban authority the sum of £100 and £5 for every seven days during which the works shall be incomplete after the said time, and the sums so forfeited may be recovered by the urban authority from the contractor as and for liquidated damages." The works were not completed until twelve weeks after the specified time, and on an action by the plaintiff for the balance of his account the defendants counter-claimed for £160 as liquidated damages for the delay, being the sums of £100 and twelve weeks at £5 each fixed by this provision. Hawkins, J., gave judgment for the defendants for the whole amount claimed by the counter-claim. The plaintiff appealed.

THE COURT (Lord ESHER, M.R., and LOPES and KAY, L.JJ.) dismissed the appeal, and affirmed the decision of Hawkins, J.

Lord ESHER, M.R., said that he did not think it was necessary to go through all the cases on the point. The only question was whether these sums of £100 and £60 were to be treated as a penalty or as liquidated damages assessed by the parties to the contract. There was one canon of construction which was laid down in all the decisions. When the parties to a contract agreed that a fixed sum should be payable on the occurrence or non-occurrence of some one single event, then the courts had always construed that fixed sum as liquidated damages, and not as a penalty. The only exception to that rule was where the agreement was that a large sum of money should be paid for the non-payment of a smaller sum. In that case the court would hold the larger sum to be a penalty. So if the payment depended on any of several events, some of which might have immaterial consequences, then the court might say that the sum was a penalty, and might not suffer more than the actual damage suffered to be recovered. The question, therefore, in this case was whether this sum of money depended on a single event or not. The fact that the contract said that the sum was to be paid as liquidated damages was not conclusive. But when the contract itself came to be looked at he was clearly of opinion that the completion of the works and the clearing of the premises from rubbish, &c., were quite different things, and that the sum was payable on the non-completion on the fixed day. That was one event, and even though the clearing of the ground was included in the completion, nevertheless the completion on that day was one event, and on the non-occurrence of that one event the money became payable as liquidated damages.

LOPES, L.J., said that the rule which the cases had laid down was that where a sum was made payable on the happening or non-happening of one event—not being the payment of money—that sum was liquidated damages; but where it was payable on the happening of any of several different

events, some of which were of trifling consequence, then the sum was a penalty. In the present case he was clear that the completion of the works was only one event, and therefore the sum was liquidated damages.

KAY, L.J., said that he thought the manner in which the courts had disregarded the plainly-expressed intention of parties to contracts, and had said that what they had expressly agreed to be liquidated damages should nevertheless be construed as a penalty, was a serious interference with the rights of contract, but it had never yet been done except in cases where the sum was made payable, not on one single event, but on any one of several events, some of which would result in inconsiderable damage. In this case the completion of the works was one event only, and the sum was payable as liquidated damages.—COUNSEL, *Jelf*, Q.C., and *Vachell*; *Hugo Young* and *R. Harington*. SOLICITORS, *Prior, Church, & Adams*, for *Roden & Dawes*, Kidderminster; *Fallows & Rider*, for *H. C. Browning*, Redditch.

[Reported by A. P. PERCEVAL KEEP, Barrister-at-Law.]

Re **NORTH AUSTRALIAN TERRITORY CO. (LIM.)**—No. 2, 25th and 26th November.

COMPANY—DIRECTOR—SECRET AGREEMENT BY PROMOTER'S AGENT TO REPURCHASE QUALIFYING SHARES AT PRICE PAID FOR THEM—MISFEASANCE—COMPANIES ACT, 1862 (25 & 26 VICT. c. 89), s. 165—COMPANIES (WINDING-UP) ACT, 1890 (53 & 54 VICT. c. 63), s. 10.

This was an appeal from the decision of Kekewich, J. The company was incorporated by registration on the 18th of May, 1887, one of its objects being the purchase of an estate in Australia from a Mr. Fisher. A Mr. Murray Smith, a friend of Mr. Fisher's, and a promoter of the company, asked a Mr. Archer to become a director, but he objected to do so, more particularly on the ground that he might have to leave England at any moment, and it would not be convenient to him to have to suddenly dispose of his fifty £10 qualifying shares. On the 13th of May, 1887, Mr. M. Smith wrote to him as follows:—"Should you desire at any time to part with the fifty shares in the North Australian Territory Co. which you are about to take up, I undertake to purchase them from you at the same price which you pay for them." And accompanying this was a second letter from Mr. M. Smith to Mr. Archer, in which he said, referring to this undertaking, "You need not say anything about it, as it is a private arrangement between us." Fifty shares were allotted to Mr. Archer: he paid £500 for them, and became a director of the company. He acted till the summer of 1888, when he resigned on leaving England, and in pursuance of the agreement of the 15th of May, 1887, Mr. M. Smith purchased his fifty shares from him for £500; though they had now become of merely nominal value. In August, 1889, it was resolved to wind up the company voluntarily, and in February, 1890, an order was made to continue the winding up under the supervision of the court. The liquidators took out a summons asking that it might be declared that Mr. Archer had been guilty of a misfeasance or breach of trust, within section 165 of the Companies Act, 1862, in entering into this agreement with a promoter of the company for the repurchase of his qualifying shares, and asking that he might be ordered to pay them the £500 which he had received from Mr. M. Smith. Kekewich, J., held that the company had not proved they had suffered any loss in respect of this agreement, and dismissed the summons. The liquidators appealed.

THE COURT (LINDLEY, BOWEN, and FRY, L.JJ.) allowed the appeal.

LINDLEY, L.J., after reading section 165 of the Companies Act, 1862, said it had been decided by the House of Lords in *Cavendish-Bentinck* v. *Fenn* (36 W. R. 641, 12 App. Cas. 652) that this section did not impose any new liabilities, but merely provided a summary method of dealing with a director who would otherwise be liable in an action in the Chancery Division. His lordship then dealt with the facts of the case as stated above, and said that having regard to all these facts, he drew the inference that there had been no disclosure of this agreement to the company. That being so, could this £500 be claimed by the company on any recognized principle of law or equity? Unquestionably they could so claim it, upon the principle which could not be better stated than it had been by Mellish, L.J., in *Hay's case* (24 W. R. 191, L. R. 10 Ch. 593): "There is no doubt about the rule of this court that an agent cannot, without the knowledge and consent of his principal, be allowed to make any profit out of the matter of his agency beyond his proper remuneration as agent. It is perfectly settled law that that rule applies with peculiar stringency to the directors of joint-stock companies, who are the agents of the company for effecting the sales or the purchases made by the company." It had been argued that this was a new case, and that this principle was not applicable. Even assuming that Mr. Murray Smith had got nothing from the company, was it right that he, as a promoter, should put a director in the position that had been occupied by Mr. Archer. The object of the stipulation in the articles as to qualifying shares was to insure that directors should have a personal stake in the company so as to induce them to attend to its affairs, and under this bargain Mr. Archer was placed in a position in which it was never intended a director should be. It could not be said that section 165 did not apply to such a bargain as that between Mr. M. Smith and Mr. Archer. Then it was said that the company had suffered no loss by the bargain. In one sense it was true, but it was begging the question. If the money which Archer got ought to have been accounted for to the company, they had lost it. Again, it was said that Archer had gained nothing; but when Archer got the £500 the shares were absolutely worthless. Then why did not the principle in *Hay's case* apply? He had obtained sums which were properly payable by him to the company. The sense in which such moneys were the company's was explained in the recent case of *Lister* v. *Stubbs* (38 W. R. 548, 45 Ch. D. 1). The case of *Cavendish-Bentinck* v. *Fenn*, which had been relied on, had no application here. In that case the director had not, in fact, received any money of the company's, and there was nothing to recover; but here Mr. Archer had received assets to which the company were entitled, and made a profit out of them. The learned judge had failed to do what was right, and the appeal must succeed.

BOWEN, L.J., concurred. The company had not been told of this agreement so as to have the right of adopting it if they thought fit; as soon as it became fruitful it belonged to them. The non-accounting for this benefit was a misfeasance. This was the law, and it was also good sense; for by this indemnity the company had been deprived of a guarantee for the vigilance of their director; the watch-dog could not properly take a sop from a possible wolf without his master's knowledge. On the evidence he had no hesitation in saying that there had been no disclosure of this agreement to the company by Mr. Archer.

FRY, L.J., concurred, and said the argument for the respondent here appeared inconsistent with *Hay's case* and *Pearson's case* (25 W. R. 618, 5 Ch. D. 336), though the particular kind of loss was different in those cases. There was an irresistible inference of fact that the agreement had not been disclosed.—COUNSEL, *Warmington*, Q.C., and *C. E. Jenkins*; *Renshaw*, Q.C., and *Butcher*. SOLICITORS, *Saunders, Hawksford, Bennett, & Co.*; *Mackrell, Maton, & Godlee*.

[Reported by H. M. CHARTERS MACPHERSON, Barrister-at-Law.]

High Court—Chancery Division.

WESTERN WAGON AND PROPERTY CO. *v.* WEST AND ANOTHER—Chitty, J., 1st December.

CONTRACT TO ADVANCE MONEY—EQUITABLE ASSIGNMENTS—SPECIFIC PERFORMANCE—DAMAGES.

This was the trial of an action which raised a question as to the doctrine of equitable assignment. The defendants were mortgagees under a deed dated in 1886, being a mortgage for £7,500 secured upon a brickyard and other property belonging to one Pinfold. The deed contained a recital that the defendants had agreed to make Pinfold further advances to the amount in the whole of £10,000 upon having the repayment thereof, with interest at the rate mentioned, secured as thereinafter expressed. The deed accordingly created in the usual way a security to the defendants for £7,500 and further advances, and contained covenants by Pinfold for the repayment of the further advances with interest on March 1 and September 1 next ensuing after the advance. The deed also contained covenants by the mortgagees that on certain conditions being complied with they would not call in the money before a specified date and a proviso that no further advance would be made on the security except upon the production of the certificate of the defendants' surveyor as to the execution of certain works on the property. By deed dated in 1887 Pinfold mortgaged the property to the plaintiffs as security for £1,000 then advanced, and for further advances to the amount of £2,500 subject to the defendants' security, and by the same deed Pinfold assigned to the plaintiffs his right under the agreement recited in the defendants' security "to call for and require payment" from the defendants "of the further advance or advances therein mentioned, not exceeding altogether the sum of £2,500, and the full benefit of such agreement," with power to the plaintiffs "to ask, sue for, recover and receive, and sign and give effectual receipts of discharges for the said sum or sums of money in the name of Pinfold, and to do all things necessary or ancillary thereto." The plaintiffs gave notice of their security to the defendants. Subsequently the defendants lent Pinfold £500 and a receipt for the advance was signed by Pinfold and indorsed on the defendants' mortgage deed, shewing that it was intended that the advance was made on the security of the defendants' mortgage. Shortly before the defendants' solicitors had sent to Pinfold a letter stating that under instructions from the defendant West, they were prepared to settle the advance to Pinfold of the further sum of £500 on the security of the mortgage of 1886, and shewing how it was proposed to apply the £500. In fact only £244 was paid in cash to Pinfold, the rest of the advance was (in accordance with the letter) applied, as to £225 in payment of interest in arrear on the £7,500, and as to some £30 in payment of another debt and costs owing by Pinfold. When the defendants paid the £500 to Pinfold no certificate had been given by the defendants' surveyor, nor was any such certificate given at any time subsequently. It was admitted by the defendants that the payment of the £500 was made in forgetfulness of the notice received from the plaintiffs. The plaintiffs claimed in the action to recover from the defendants the £500 which the defendants lent and paid to Pinfold under the contract.

CHITTY, J., dismissed the action with costs, and said in giving judgment that the plaintiffs were assignees for value of the benefit of a contract to make a loan of money at interest upon security. They were not assigns of the entire contract, but they were assigns of the benefit without the burden; they claimed to be entitled to receive and keep the £500 without being liable to repay. But his judgment was adverse to the plaintiffs on other grounds as well. A court of equity would not decree specific performance of a contract to make or take a loan of money, whether the loan were on security or not. In other words a court of equity would not compel the intended lender to make or the intended borrower to take the loan, but would leave the parties to such a contract their remedies by action at common law for damages. The plaintiffs could not at any time before payment to Pinfold have obtained a decree in equity against the defendants, compelling them to pay the money specifically to the plaintiffs. The contract was, moreover, to lend generally, not out of a particular fund. The money was never bound in the hands of the defendants, it was their own money until they actually parted with it. The defendants had in fact parted with their money without getting the security they intended.

The plaintiffs' argument was that because the defendants made a payment which they could not have been compelled to make, therefore they ought to be compelled to make the payment over again. Neither were the plaintiffs in a position to recover damages for the breach of a contract to make a loan. The defendants had waived the production of the certificate of the surveyor. Throughout his judgment he had assumed in favour of the plaintiffs that the waiver of the condition as to the certificate operated for the plaintiffs' benefit.—COUNSEL, *Byrne*, Q.C., and *Maidlow*; *Levett*, Q.C., and *Onslow*. SOLICITORS, *Robbins, Billing, & Co.*; *Frere, Forster, & Co.*

[Reported by V. DE S. FOWKE, Barrister-at-Law.]

CUMBERLAND UNION BANKING CO. v. **MARYPORT HEMATITE IRON AND STEEL CO.**—Chitty, J., 28th November.

PRACTICE—MORTGAGE—SALE—"PROCEEDINGS ALTOGETHER OUT OF COURT"—R. S. C., LI., 1A.

This case, in which the court directed an order last week, as reported at p. 78, was mentioned again, having been restored to the paper upon the judge's own motion, in consequence of points raised by the registrar. The registrar had called the judge's attention to the fact that the two previous orders made in the action, on the 2nd of September and the 13th of October, had been made by the Vacation Judge in chambers, and not, as he had supposed, by North, J. It appeared, also, that Kekewich, J., had, in a similar case to the present, made an order with a preface (stating that he was satisfied that all parties interested were before the court or were bound by the order, and setting forth the evidence upon which he was so satisfied), and Seton on Decrees was referred to, in which, at p. 288, vol. 1, 5th ed., a form is given providing for such a prefatory declaration where the reserved biddings and the remuneration of the auctioneer are left to be settled by the judge.

CHITTY, J., said, under these circumstances, that, though he had not himself altered the opinion he expressed last week, he found Kekewich, J., had previously taken a different view, and accordingly, uniformity being expedient, he should follow that precedent in the present instance, and, being satisfied upon the evidence that all parties interested were before the court, he directed the order to be drawn up with a preface and declaration accordingly.—COUNSEL, *Cozens-Hardy*, Q.C., and *E. Page*; *J. G. Wood*. SOLICITORS, *Harrison & Powell*; *Helder & Roberts*.

[Reported by ARTHUR LAWRENCE, Barrister-at-Law.]

Re **THE ANGLO-COLONIAL SYNDICATE (LIM.)**—Kekewich, J., 25th November.

COMPANY—WINDING UP—REGISTERED CONTRACT TO TAKE SHARES—SEALING BY COMPANY, PRESUMPTION AS TO—COMPANIES ACT, 1862, s. 138—COMPANIES ACT, 1867, s. 25.

This was a summons taken out under section 138 of the Companies Act, 1862, by the liquidator of the above-named company. By an agreement which was dated the 21st of January, 1888, and purported to be made between the company and its promoters, including Ferrar Fenton, the company agreed to allot a certain number of fully paid-up shares to each of the said promoters. The company was not incorporated until the 25th of January, 1888. Share certificates bearing that date were issued to the said promoters. The agreement was filed on the 26th of January, 1888. In August, 1890, resolutions were passed for winding up the company voluntarily, and Ferrar Fenton was placed on the list of contributories in respect of certain of the shares above mentioned. The question raised by the summons was whether the said Ferrar Fenton had been properly placed upon the said list. No evidence was adduced to shew when the seal of the company was affixed to the said agreement.

KEKEWICH, J., said that the agreement purported to be dated the 21st of January, 1888, but it could not have been made with the company on that day, as the company was not in existence until the 25th of January, 1888. It had not been argued that the agreement was not properly sealed, and the question was whether he ought not to hold that it was sealed by the company when it came into existence. There was no reason why he should not so hold. In Shepherd's Touchstone, p. 72, it was stated that all deeds should take effect from the time, not of their date, but of their delivery, unless the contrary appeared. Applying the maxim that things were presumed to be rightly rather than wrongly done, he thought he ought to presume that the agreement was sealed and delivered by the company when it came into existence, that was, on the 25th of January, 1888, and that then, and not before, there was an agreement between the company and its promoters. The only difficulty that then remained was that the agreement had not been filed until the 26th of January, 1888. Following the decision of North, J., in *Re Tunnel Mining Co., Pool's case* (35 Ch. D. 579), he thought that the filing of the agreement was contemporaneous with the delivery of the deed and with the issue of the shares, and that, therefore, the requirements of section 25 of the Companies Act, 1867, had been complied with.—COUNSEL, *T. R. Warrington*; *C. E. E. Jenkins*. SOLICITORS, *T. H. T. Rogers*; *Chinery, Aldridge, & Co.*

[Reported by JOHN WHEATFIELD, Barrister-at-Law.]

STEELE v. **SAVORY**—*Romer, J., for Stirling, J.*, 27th November.

PRACTICE — R. S. C., XXXVII., 20—SUBPŒNA DUCES TECUM — COSTS.

This was a motion on behalf of Mr. Edward Trimmer, the secretary to the Royal College of Surgeons, Lincoln's-inn-fields, for an order to set aside a writ of subpœna duces tecum, issued by the plaintiffs on the 4th of November, and served on Mr. Trimmer on the 6th of November, on the ground that such writ was an abuse of the process of the court. Mr. Trimmer also asked that the plaintiffs might be ordered to pay the costs of the motion. The original action was brought by Mr. W. C. Steele and others, freemen and members of the Royal College of Surgeons, on behalf of themselves and all other members of the college, against those who, at the commencement of the action, filled the offices of president, vice-presidents, and members of the council of the college. In the action (which is still pending) the plamtiffs claim certain rights of access and user in respect of the hall of the college in Lincoln's-inn-fields, and an injunction to restrain the defendants and their servants, agents, &c., from closing the hall or buildings of the college on certain days, and also to restrain them from acting under Bye-law No. XVII. in the College Calendar, the main question being as to the right to hold meetings unless convened by the executive council. The *subpœna* directed the applicant to attend at the trial and produce a number of charters, books of rules and bye-laws, books of copies and translations of ancient charters, minute-books, and a number of other documents, the mere reference to which covered more than four brief sheets of paper. The motion was opened on the 20th of November, when it was ordered to stand over to enable the applicant to support his application with an affidavit. It was then stated that most of the documents required to be produced were documents discovery of which had been refused by the Court of Appeal on the 27th of October. The plaintiffs expressed their willingness to withdraw the *subpœna* and substitute another one, and the counsel for the parties addressed his lordship on the question of costs.

ROMER, J., said the *subpœna* was oppressive and an abuse of the process of the court. The parties suing it out thought they were not justified in so doing, for they had now withdrawn it, and the only question which remained was, who should pay the costs of the motion. In a case like this a witness was entitled to come to the court at once, and was not bound to stand by and wait till some motion for attachment was made, or other proceeding taken against him, for non-compliance with the *subpœna*. The plaintiffs must pay the costs of the motion. — COUNSEL, *Paget*; *B. F. Costellos*. SOLICITORS, *E. C. Ellis*; *Wilde, Berger, & Moore*.

[Reported by W. S. GODDARD, Barrister-at-Law.]

High Court—Queen's Bench Division.

ELLIOTT v. **ROBERTS**—26th November.

PRACTICE—SPECIALLY-INDORSED WRIT—APPEARANCE TO WRIT NOT SPECIALLY INDORSED—FINAL JUDGMENT—R. S. C., III., 6; XIV., 1.

In this case the plaintiff had served upon the defendant a writ of summons, the indorsement upon which was in the following form:—"The plaintiff's claim is against the defendant as acceptor of a bill of exchange for £22 2s. 6d., dated the 19th of December, 1890, drawn by one Henry Prosser, payable six weeks after date, and dishonoured, of which bill the plaintiff is holder for value. Particulars: Principal due on bill of exchange, £22 2s. 6d.; interest to date of writ, £3 7s. 6d.—£25 10s. And the plaintiff also claims interest on £22 2s. 6d. of the above sum at the rate of £25 per cent. per annum from the date hereof until payment or judgment." The judge at chambers amended the writ by striking out the claim for interest at £25 per cent. until payment or judgment, and allowed the plaintiff to sign final judgment for £25 10s. under ord. 14, r. 1. Ord. 3, r. 6, empowers a plaintiff to "specially indorse" his writ with a statement of claim, "in all actions where the plaintiff seeks only to recover a debt or liquidated demand in money payable by the defendant (A) upon a contract express or implied (as for instance on a bill of exchange, promissory note, or cheque, or other simple contract debt)." Ord. 14, r. 1, provides that "where the defendant appears to a writ of summons specially indorsed under ord. 3, r. 6, the plaintiff may on affidavit, &c., apply to a judge for liberty to enter final judgment for the amount so indorsed." The defendant, appealing from this order, objected that the writ (as claiming interest without alleging any agreement for it) was not specially indorsed at the time when he appeared to it, and that the amendment by the judge did not make the writ specially indorsed *ab initio* so as to give jurisdiction to make an order for final judgment under ord. 14, r. 1. *Gurney* v. *Small* (W. N., 1891, p. 168) was cited. On the other side it was contended that the writ was specially indorsed in spite of the claim for interest, that interest being either due by the terms of the bill or liquidated damages under section 57 of the Bills of Exchange Act, 1882.

THE COURT (Lord COLERIDGE, C.J., and MATHEW, J.) held that the writ was not specially indorsed, and there was therefore no power to give leave to enter final judgment.

Lord COLERIDGE, C.J., said that although this was in a sense a technical point, there was good reason to construe the rules as to specially-indorsed writs strictly; they had very important consequences to defendants, and plaintiffs should be careful to see that they conveyed all proper information to their opponents.

MATHEW, J., said that it would place defendants in great difficulty if the court allowed judgment to go on such a claim as that. The defendant was entitled to know exactly what his position was. It was quite consistent with the present writ that the plaintiff was claiming this high rate of interest in respect of a bill which gave him no such right. Appeal allowed.—COUNSEL, *Carrington*; *Buckmaster*. SOLICITORS, *Moeran*; *Fellows & Rider*.

[Reported by T. R. C. DILL, Barrister-at-Law.]

FRY & CO. v. **RAGGIO**—26th and 27th November.

PRACTICE—SERVICE OUT OF JURISDICTION—CONTRACT "WHICH, ACCORDING TO THE TERMS THEREOF, OUGHT TO BE PERFORMED WITHIN THE JURISDICTION"—R. S. C., XI., 1 (E).

Appeal from an order of Collins, J., in chambers, granting leave to serve

notice of the writ of summons upon the defendants out of the jurisdiction. The plaintiffs, who were coal exporters at Cardiff, had entered into two contracts for the sale of several cargoes of coal to the defendants, who were Italian subjects carrying on business and residing at Genoa, and the claim was for a balance said to be due from the defendants to the plaintiffs upon these contracts. The first contract, made on the 11th of June, 1889, was for the sale of 60,000 English tons of small coal at the price of sixteen shillings nett per ton, to include cost of freight and insurance, to be delivered at Genoa, and included the term, "Payment shall be made in cash against receipt of the documents." The second contract (13th February, 1891) was for delivery of 60,000 tons at different ports in Italy, at specified prices in English money—"other conditions as customary between us." Payments had been made on account of these and other cargoes by means of cheques drawn by the defendants upon London bankers, and remitted by them through the post from Genoa to the plaintiffs at Cardiff. The plaintiffs obtained leave to serve notice of the writ out of the jurisdiction under ord. 11, r. 1, which provides that "service out of the jurisdiction of a writ of summons or notice of a writ of summons may be allowed by the court or a judge whenever (*e*) the action is founded on any breach or alleged breach within the jurisdiction of any contract wherever made which, according to the terms thereof, ought to be performed within the jurisdiction." The defendants now appealed. The question was, whether the present contracts ought to be performed at Genoa or in England. *Bell & Co.* v. *Antwerp, London, and Brazil Bank* (1891, 1 Q. B. 103) was cited.

THE COURT (Lord COLERIDGE, C.J., and MATHEW, J.) differed, Lord COLERIDGE, C.J., holding that the order appealed from was rightly made, and MATHEW, J., that it was wrong.

MATHEW, J.: I regret to say that a difference of opinion has arisen between us regarding this case, and I therefore pronounce this judgment with great hesitation. Application was made for leave to serve notice of this writ upon the defendants at Genoa, upon the ground that they had entered into a contract with the plaintiffs "which, according to the terms thereof, ought to be performed within the jurisdiction." [His lordship then referred to the terms of the contract, and continued:—] It appears that under the contract of the 11th of June, 1889, and another the terms of which are practically identical with it, payments were made from time to time, and a large balance was left unpaid. As to this balance there is a dispute, and the defendants say that the plaintiffs ought to sue them abroad. Now there is no doubt that, unless this is a contract which ought to be performed within the jurisdiction, notice of the writ ought not to be served abroad. This is a familiar form of contract, and in the ordinary course of business the agent of the consignors would attend at Genoa with the shipping documents, hand them over to the consignees, and receive payment in cash. This would be, in my opinion, a contract to be performed at Genoa. But it is said that we must look at the course of business which had previously existed between the parties, and that that qualifies the natural construction of this contract. That course was for the defendants to send by post from Genoa to the plaintiffs a cheque upon a London banker in payment for the cargoes; and Mr. Barnes says that that shews that the contract was to be performed in England, and that cash was to be paid in Cardiff against the receipt of the shipping documents at Genoa. One or two questions were put in the course of the argument, and I do not think that the answers given on behalf of the plaintiffs were satisfactory. Suppose that the defendants, in the course of their dealings with the plaintiffs, paid cash to their bankers in Genoa, and got for that cash a draft on London; they send that draft by post, and it is lost in the post. Then the plaintiffs say they would have a right to require the defendants to procure another draft. I think that the plaintiffs would have no such right. Again, the cases as to the acceptance of contracts shew that where an acceptance is posted the postmaster becomes the agent of the person who makes the offer, and the contract is complete when the acceptance is put into the post-office. The present case seems to me to be the same in principle. The rights of the parties are the same as if the agent of the consignors had gone to Genoa with the shipping documents and received the cash in exchange. As to the rule as to the making of contracts, I only wish to refer to the well-known case of *The Household Fire and Carriage Accident Insurance Co.* v. *Grant* (27 W. R. 858, 4 Ex. D. 216). In the second contract the "customary conditions" seem to me to be those which I have mentioned, and they were to be performed at Genoa. As I have the misfortune to differ with my lord I withdraw this judgment.

Lord COLERIDGE, C.J.: If I were of opinion that this contract was to be performed at Genoa there is an end of the case; the question which we have to determine is whether this contract is one which was to be performed within the jurisdiction or not. Where the question is where the contract is made, the answer is no doubt that it is made where the acceptance takes place; but I must say that making and performing a contract are two distinct things. That they are distinct is shewn by the language of this rule itself, for it speaks of "any contract, wherever made, which, according to the terms thereof, ought to be performed within the jurisdiction." Where, then, is this contract to be performed? The coal is to be delivered at Genoa, and payment is to be "made in cash against the receipt of the documents." These are really the words which we have to construe. The documents are to be received at Genoa, and it is argued that, therefore, the payment of the cash is to be made at Genoa also. No doubt that argument arises, but it does not seem to me that that is the necessary meaning of the words. They are not words of art, they are ordinary words, and if they are ambiguous we may look at other matters to explain their meaning. It is said, on the other side, that they mean that the payment in cash is to be made at Cardiff, and I think that that is the most reasonable mode of construing them. "Cash" means "money," and it seems to me more reasonable to say that the money is to be paid in the money in which the price of the coal (sixteen shillings per ton) is ascertained in the contract itself—that is, in English money. Is it reasonable to suppose that a large quantity of money is to be paid at Genoa in English, not in Italian, coinage? That seems to me a good reason for holding that the money is to be paid where English money can readily be obtained—that is, in England. If payment in Italian money were intended you would expect something to be said in the contract as to making payment in Italian money of a proper equivalent for the English money due under the contract, and some provision as to the rate of exchange; but no such provision appears. Money due under former contracts between the parties had been paid by cheques on English bankers. When a matter of this kind is doubtful—and I think this has been shewn to be at least doubtful—then I think we should look to see what the real agreement was, and that is shewn here by a long course of business. After considering both the construction of these words and the course of business between the parties, I have come to the conclusion that this contract was to be performed by the payment of cash within the jurisdiction, and that, therefore, this order was rightly made. Appeal dismissed.—COUNSEL, *William Graham; Barnes*, Q.C., and *J. G. Witt*. SOLICITORS, *Thomas Cooper & Co.; Botterell & Roche*, for *Vaughan & Hornby*, Cardiff.

[Reported by T. R. C. DILL, Barrister-at-Law.]

BURKILL *v.* THOMAS—28th November.

COUNTY COURT—ACTION OF CONTRACT FOR SUM NOT EXCEEDING £100—REMITTING TO COUNTY COURT—JURISDICTION—COURT IN WHICH ACTION MIGHT HAVE BEEN COMMENCED—"CONVENIENT THERETO"—COUNTY COURTS ACT, 1888, ss. 65, 74.

Appeal from an order of Vaughan Williams, J., at chambers, affirming an order of a master that the action should be tried in the county court of Yorkshire holden at Thorne. The action was brought in the High Court to recover a sum of £69 for commission on the purchase by the plaintiff in Yorkshire of potatoes for the defendant, who is a potato broker carrying on business in Covent-garden Market in London. The defendant thus resides and carries on business within the district of the Westminster County Court of Middlesex, while the plaintiff resides at a place called Crowle, within the district of the Thorne County Court of Yorkshire. It appeared from the affidavits that the plaintiff called at the place of business of the defendant in Covent-garden with a view to his becoming the defendant's agent in Yorkshire for the purchase of potatoes. The plaintiff then arranged with the defendant to act as his agent, and the terms of the agency were afterwards settled in a correspondence which took place with the plaintiff at his residence. The potatoes, in respect of which the plaintiff sued for the present commission, were purchased by the plaintiff at or near his residence and within the district of the Thorne County Court, and were forwarded by train to the defendant at Covent-garden, the defendant paying the carriage. Under these circumstances the defendant alleged that the cause of action arose in the Westminster County Court district, whereas the plaintiff alleged that at all events a material part of the cause of action arose within the Thorne County Court district. The defendant appeared to the action, and after appearance application was made by him to a master, under section 65 of the County Courts Act, 1888, to have the action remitted to the Westminster County Court. The master, however, being of opinion that a part of the cause of action arose in Yorkshire, on the application of the plaintiff remitted the action to the county court of Yorkshire holden at Thorne. On appeal Vaughan Williams, J., affirmed this order, holding that there was power under the section to remit the action to the Thorne County Court. Section 65 of the County Courts Act, 1888, gives a judge at chambers power, as to actions of contract brought in the High Court when the claim indorsed on the writ does not exceed £100, to order such action to be tried "in any court in which the action might have been commenced, or in any court convenient thereto." Section 74 says that every action or matter may be commenced in the court within the district of which the defendant or one of the defendants shall dwell or carry on his business at the time of commencing the action or matter, or it may be commenced by leave of the judge or registrar . . . in the court in the district of which the cause of action or claim wholly or in part arose." The defendant appealed, and on his behalf it was now contended that the only county court in which the action might have been commenced was the county court of the district in which the defendant carried on business—namely, the Westminster County Court—inasmuch as the action, if it had been a county court action, could not have been commenced elsewhere without first obtaining the leave of the judge or registrar of that court, and the obtaining of such leave was a condition precedent to the calling into existence the jurisdiction of that court, and that, therefore, this action might not have been commenced in the county court of Yorkshire; and that any court in which "the action might have been commenced" meant any court in which it might have been commenced without leave: Annual Practice, 1891-1892, p. 174; *Parsons* v. *Lakenheath School Board* (County Courts Chronicle, 1 June, 1889, p. 127), referred to in the Annual Practice. It was also contended for the defendant that the words in the 65th section, "or in any court convenient thereto," meant in any court conveniently near, adjacent, or adjoining that in which the action might have been brought, which could not be the county court of Thorne. For the plaintiff the case of *Curtis* v. *Stevis* (37 W. R. 315, 22 Q. B. D. 513) was relied on, and it was argued that the words "convenient thereto" meant convenient for the parties to the action.

Lord COLERIDGE, C.J.: This is undoubtedly a very embarrassing case. Section 65 gives the judge at chambers a discretion to order the action to be tried "in any court in which the action might have been commenced, or in any court convenient thereto," and to give effectual expression to every

word of this clause without straining the clause is no doubt difficult. According to the opinion of my learned brother Cave in the case to which we have been referred, the case of *Parsons* v. *Lakenheath School Board*, which appears to be well reported in the *County Courts Chronicle*, the words "in any court in which it might have been commenced" are to be limited to any court in which it might have been commenced without leave or agreement of parties. It is unnecessary to say whether I agree or not with that view; it is better to leave it to another court to say. As to the words "convenient thereto," thereto is a word of locality, and seems to shew that it refers to locality, and my brother Cave points out how it is to be construed —namely, convenient to the parties. "Convenient," then, applies to the persons, and not to the court, and the question is whether the court is to reject the word "thereto." Speaking for myself I am entirely satisfied with the decision of the Court of Appeal in *Curtis* v. *Storin*. Convenient and adjacent are not correlative terms, and convenient can never be construed into adjoining or adjacent; it must mean convenient to the parties. The word "thereto" must be rejected. If, then, convenient means generally convenient to the parties to the suit, this implies discretion, and, as upon the circumstances the master has thought fit to send the action to be tried in Yorkshire and the judge has not dissented from that view, I think that this appeal must be dismissed.

MATHEW, J., concurred.—COUNSEL, *Ernest Pollock; Courthope-Munroe.* SOLICITORS, *Crowders & Vizard*, for *Burtonshaw & Tovey*, Doncaster; *J. J. Chapman.*

[Reported by Sir SHERSTON BAKER, Bart., Barrister-at-Law.]

RUMNEY v. **WALTER AND ANOTHER**—27th November.

PRACTICE—INTERROGATORIES—ACTION FOR LIBEL—ACTION AGAINST PROPRIETOR OF NEWSPAPER—INQUIRY AS TO EXTENT OF CIRCULATION OF NEWSPAPER—LARGE, GENERAL, AND EXTENSIVE CIRCULATION—SUFFICIENCY OF ANSWER.

Appeal by the defendants from an order of Vaughan Williams, J., at chambers, affirming an order of Master Wilberforce, whereby it was ordered that the defendants should give a further and better answer to an interrogatory. The action was an action for libel brought by the plaintiff, who was a solicitor carrying on his profession in the City of London, and also a member of the County Council for the county of Middlesex. The defendants were sued as the proprietor and publisher of the *Times* newspaper, the alleged libel being contained in the issue of that newspaper for the 25th of February, 1891, and it consisted of what purported to be a report of the trial of the action of *Matthews* v. *Gilbert*, which was heard before Charles, J., and a jury in the High Court on the 23rd and 24th of February. The plaintiff alleged that this report contained matter which was defamatory and injurious to him in his profession of solicitor and in his office of county councillor; and the defendants pleaded (amongst other defences) that the report was a fair and accurate report of proceedings in a court of justice—namely, the report of the case of *Matthews* v. *Gilbert*, and they said that the same was published *bonâ fide* and without malice. The plaintiff administered the following (amongst others) interrogatory: "How many copies of the *Times* for the 25th of February, 1891, were (*a*) printed, (*b*) issued to the public and circulated by sale or otherwise?" To this the defendants answered: "We say that the *Times* newspaper, as is notorious, has a large, extensive, and general circulation, and the number referred to was printed, issued, and circulated in the ordinary and usual way, and not otherwise. We cannot state the number of copies issued to the public and circulated by sale or otherwise, as we do not know it, and have not the means of ascertaining it without a difficult and troublesome inquiry of persons not connected with the paper and its publication, and who are not under any obligation to give us the information, and the answer would involve a disclosure of the business transactions of the defendant Walter and other persons (not parties to this action) who are his partners in the publication of the *Times*." The plaintiff took out a summons asking for a further and better answer, and requiring the defendants to give approximately, and to the best of their belief, the number of copies circulated on that day. The master ordered the defendants to state approximately, and to the best of their belief, the number of copies printed and circulated of the date of the 25th of February, 1891, on the authority of *Parnell* v. *Walter* (38 W. R. 270, 24 Q. B. D. 441). The learned judge affirmed this order, and the defendants appealed. For the defendants it was contended that the answer was sufficient, as it stated that the circulation was large. For the plaintiff it was contended that the answer was not sufficient, as it was not enough to say that the circulation was large, but, according to *Parnell* v. *Walter*, the defendants must also state approximately in round numbers what the circulation was on that day, and that was all the plaintiff wanted, as he did not want the exact number, but merely the number approximately, and to the best of their belief.

LORD COLERIDGE, C.J.: But for the decision in the case of *Parnell* v. *Walter*, I certainly should have thought this application, for a further answer to this interrogatory, ought to be entirely refused. This information cannot really be wanted for any reasonable purpose, but can only be wanted for some purpose foreign to this action. It is well known that the circulation of the *Times*, like other great London newspapers, is very large, and that ought to be sufficient; but I am bound to yield to the authority of my learned brothers who decided *Parnell* v. *Walter*. I say, however, that but for that decision I should have thought that this application for a better answer should have been refused, but that case, which I cannot distinguish from the present, says that some information in round numbers ought to be given. I think, therefore, that this appeal must be dismissed, but without costs, and that the defendants must give some information in round numbers as to the circulation.

MATHEW, J.: I, too, yield with the greatest reluctance to the case of *Parnell* v. *Walter*, and I think the information asked for ought to be given. Appeal dismissed, without costs.—COUNSEL, *Blake Odgers; Lumley Smith*, Q.C., and *G. G. Greenwood*. SOLICITORS, *Wontner & Sons; Soames, Edwards, & Jones.*

[Reported by Sir SHERSTON BAKER, Bart., Barrister-at-Law.]

Bankruptcy Cases.

Re **ALEXANDER**—C. A. No. 1, 27th November.

BANKRUPTCY—ACT OF BANKRUPTCY—FINAL JUDGMENT—NON-PAYMENT OF COSTS—BANKRUPTCY ACT, 1883 (46 & 47 VICT. C. 52), S. 4, SUB-SECTION 1 (*g*).

This was an appeal from an order of Mr. Registrar Giffard for a receiving order on the application of P. J. D. Lindoe. The act of bankruptcy alleged was the non-payment by Alexander to Lindoe of the sum of £123 4s. 2d., the taxed costs due under a final judgment obtained by Lindoe against Alexander in an action in the Chancery Division. That action was brought for the dissolution of a partnership between Lindoe and Alexander, and on the 10th of June, 1891, North, J., gave judgment. The order of the court was that the partnership should be dissolved, that the usual accounts and inquiries should be taken, and that whatever should be certified to be due from either party to the other should be paid within one month of the chief clerk's certificate. It was further ordered that the defendant (Alexander) should pay to the plaintiff his costs of the action up to and including the trial, including the costs of the defendant's counter-claim, which was dismissed. The costs were taxed at the sum of £123 4s. 2d., and had not been paid. Lindoe issued a bankruptcy notice, on which the registrar made a receiving order. The debtor appealed, on the ground that the order for payment of costs was not a final judgment within section 4, sub-section 1 (*g*), of the Bankruptcy Act, 1883.

THE COURT (Lord ESHER, M.R., and LOPES and KAY, L.JJ.) dismissed the appeal.

Lord ESHER: This case is governed by the decision in *Ex parte Moore* (33 W. R. 438, 14 Q. B. D. 627). There were several disputes between the parties, and North, J., separated one from the rest, and made an order that the costs should be paid by one party. He did not stay execution or say that the costs were to abide any event. As to that part of the case his order is final, because it is not to come back to the court again. It was decided in *Ex parte Moore* that the existence of other disputes between the parties does not prevent the separate point decided from being a final order.

LOPES, L.J., concurred.

KAY, L.J.: It may possibly appear when the accounts have been taken that there is a larger sum due from the plaintiff to the defendant than the amount involved in the bankruptcy notice. That is, no doubt, a distinction between this case and *Ex parte Moore*, but it is a distinction without a difference, and it is not a reason for saying that this order is not a final judgment. This is an attempt to make the costs abide the result of the account, although the judge was not asked to do so, and did not do so.—COUNSEL, *S. Woolf*, Q.C., and *Germaine; J. A. Hamilton*. SOLICITORS, *Hudson, Miller, & Vernon; Wynne, Holme, & Wynne.*

[Reported by F. O. ROBINSON, Barrister-at-Law.]

Solicitors' Cases.

Re **A SOLICITOR**—Q. B. Div., 21st November.

REPORT OF STATUTORY COMMITTEE—PRODUCTION OF FRESH EVIDENCE AT HEARING—REFERENCE BACK TO COMMITTEE.

This case came before the court (Mathew and A. L. Smith, JJ.) upon a report of the Committee of the Incorporated Law Society appointed under the Solicitors Act, 1888. At the hearing it was proposed to adduce further evidence on behalf of the solicitor.

MATHEW, J.: If the committee did not have before it all that is now submitted to us, we are not dealing with the case they dealt with. I think it would be better that the committee should consider this matter and make a re-examination if they think right. The case may turn out as formidable as at present, but it is a different one. On these further materials we should have sent it back to the master for further consideration on matters of this sort, and it is only respectful to the committee to do the same now. We are anxious, too, to have the assistance of the committee on the point. Otherwise these affidavits would stand without our being able to test them.

The report, therefore, together with the further evidence, was referred back to the committee.—COUNSEL, *Hollams; Willis*, Q.C., and *P. T. Blackwell.*

[From Shorthand Notes.]

The time for giving official notice in the *London Gazette* of all Private Bills that will be brought forward next session and of all Provisional Orders for which application is about to be made to the Board of Trade, has now expired. From the notices thus given it is found that the total number of Private Bills proposed to be introduced into Parliament next year is only 188, and the total number of Provisional Orders that will be applied for is not greater than 69.

THE PUBLIC TRUSTEE BILL.

In his address as president to the Liverpool Incorporated Law Society on the 13th inst. Mr. Francis Archer referred at some length to this Bill. He said:—By far the most important Bill affecting the interests which it is the special duty of the family solicitor to safeguard is that introduced by the Chancellor of the Exchequer under the title of the Public Trustee Bill. This Bill, which has for its object the establishment of a new State department for the management of private trusts, passed through the House of Lords last year without opposition, though the elaborate report prepared by our committee upon it made it evident that it called for the closest attention on the part of the profession. This is specially the case, because it bears at first sight an attractive aspect. The offer to the testator or the beneficiaries to give the absolute security of the State, if only they will confide their cash and the administration of it to a State official, is one which is alluring, not only to those who are interested in trust moneys, but to members of Parliament and other representative men, who are in most cases satisfied to regard the avowed purpose and general scope of a measure, and do not trouble themselves about details until after the principle of the Bill is accepted. It is, however, possible to buy good things at too dear a price, and the price to be paid for the security of the State is too high. The rapid increase of the savings of this country, combined with the want of sufficient new outlets for their reasonably safe employment, has already gradually decreased very materially the natural usufruct of money, has enabled the Chancellor of the Exchequer to reduce the dividend on Consols, and has sent up to a very high point the value of railway debentures and other authorized investments for trust moneys. Thus the income arising from wealth apart from brains—that is, the income of all trust estates, and the annual sums available for the use of the widows and children, has already been much diminished. The adoption of the Public Trustee Bill would carry this process a step further; not only would the expenses of the State officials be large—for an army of highly paid civil servants would be required, and would have to be self-supporting—but the inevitable and immediate result of the employment of a State officer or department as trustee would be the diminution by a large percentage of the income of the trust investments. I am not now referring to the cases, numerous and important though they be, in which, at the commencement of a trust, a private trustee, by careful nursing (probably not without running some personal risk) would disentangle an estate and preserve its whole value, while a public trustee would be compelled to realize his assets, and that promptly. I am taking the case of an ordinary trust, and I assert that the public trustee will of a certainty confine his investments to the high class stocks and securities with which he is familiar, and that in particular he will absolutely and entirely decline to consider any mortgage securities. This would be through no fault of his own, but would be the necessary consequence of his position. Mortgages require in each case special consideration. However partial the Courts of Chancery and the framers of Acts of Parliament may be to surveyor's valuations, the public trustee would know that nothing can make up for the want of personal inspection and inquiry. He would also be very conscious that his department would be blamed by the Treasury whenever any loss of moneys lent on mortgage occurred. He would say with perfect truth that it was impossible for him to make these personal inspections or inquiries, nor could he with safety employ others to make them for him, and that therefore he must decline to accept any such investments of the money for which he is responsible. Now, consider what this means to the *cestuis que trusts*. At the present high price of the best stocks the necessity for lending trust moneys on good mortgages is greater than ever, in order to insure a decent income for the trust, and the establishment of the various mortgage insurance institutions greatly diminishes the practical risk of the loss of any part of the principal in well advised mortgage transactions. Yet these advantages, which may easily make a difference of 25 per cent. in the net income of the trust, are to be lost for the sake of having the State your debtor. It has been well pointed out that the Bill ignores the fact that the functions of a trustee are not confined to the preservation and investment of the trust estate and the distribution of its income. By far the larger number of trusts are created by wills and settlements, the object of which is to provide for infants and other persons who are not *sui juris*, and the duties of a trustee are often rendered delicate and difficult by their having to take into account personal and moral considerations. A public department could not be expected to take these considerations into account; it would necessarily act according to fixed rules and without elasticity. In the case of infants the question of guardianship is inextricably mixed up with that of trusteeship, and would be evidently unsuited for treatment by a public department. Practically the public trustee would in nine cases out of ten be sole trustee. The callous indifferent mind of a paid official (and probably if the scheme were a success that of some subordinate official) would have to deal with the niceties of discretionary trusts. In Liverpool, perhaps, we should scarcely feel the effects of the Act in their extremest form. We should doubtless have local representatives of the public trustee to transact his business here, and, if we may judge by our past experience, they are not likely to be either callous or indifferent. We have good reason to be satisfied with our registrars, one and all; we believe them to be men of the highest honour, to whom the interests of women and children may very safely be confided; but even if under them the evils of officialism were reduced to a minimum, we should still feel that nothing could make up for the intimate personal knowledge of character and circumstances, which is indispensable to the full discharge of the delicate duties of a trustee. It was, I presume, such considerations as these which drew from Mr. Lake, the respected ex-president of the Incorporated Law Society of the United Kingdom, his letter to *The Times* of April last, which probably represents a good deal of London opinion on this measure. He thought that all objections to this Bill would disappear if the public trustee's functions were similar to those of the official trustee of charitable funds; were limited, that is to say, to "protecting the capital of the trust, leaving the administration of it to the trustees appointed by the settlor, and presumably friends of and well known to the beneficiaries." Such a public trustee as this might or might not be of value, but certainly he would be a very different functionary from that contemplated by the Bill, which would have to be entirely redrawn in order to create him. The official trustee of charitable funds is merely a sort of receiver of trust moneys which he invests on Government or other securites, which have never to be disturbed, as the trusts are perpetual. But the very suggestion of a public trustee of this character shews that the fact of the funds being in the hands of a State official is incompatible with a fair rate of income. I have made inquiries, and find that under the trustee of charitable funds, if those interested in the income wish to change an investment, application must be made to the commissioners, who, as a rule, will not authorize any investment which goes beyond those upon which money in court may be invested, and who refuse to sanction any investment on the security of real estate. I should in fact be surprised to hear that this official trustee has a single sum invested on the security of a mortgage of real estate. Again, "'Tis easy dropping stones in wells, but who shall get them out." The official trustee, having got the trust funds into his possession, will require the most complete and particular evidence of the right to the various shares therein, before he parts with them; and in case of any difficulty he would naturally hand the funds over to another department of State, the Chancery Division of the High Court of Justice, to ascertain after their prolix and expensive fashion who may be entitled to receive them. In very many of these cases private trustees would, and rightly, be satisfied by a less elaborate proof of title than the courts would demand, and would be prepared to divide the funds accordingly without expense. Mr. Lake is conscious of this difficulty, but does not give it full force as a serious blot upon his scheme. The point never arises with charitable trusts, as the *corpus* of the fund never has to be divided and paid away to individual beneficiaries, but for ever remains applicable to charitable purposes under the statutory powers of the commissioners. Thus the introduction of State officialism into the private pecuniary affairs of the citizens appears to bring with it at every turn difficulty and expense. The danger which the Public Trustee Bill is intended to guard against is much less serious than it is represented by the promoters of the measure to be. Those members of this society who are best able to judge, from their large experience in trust matters, will bear me out in the statement that loss in trust estates by the malfeazance of the trustees is very rare. Such cases appear to be more common than they really are, from the circumstances that, in most cases of fraud by trustees, it becomes necessary to invoke the aid of the courts to settle the rights of the parties. The simplest and surest safeguard is to keep up the number of trustees to two at least, and then there will be but few opportunities for fraud by an individual, and the only risk is one of a very exceptional kind, a conspiracy by both trustees to plunder the trust. It is, however, asserted that many persons find it impossible to obtain the services of private trustees. In some cases this may be so, though I think the difficulty is overstated, for many objections have been removed by the course of recent legislation. But where the difficulty exists, it arises in great measure from the fact that trustees are not entitled to make any charge for their trouble. The opinion of your committee on this subject is to be gathered from the report of last year, in which they refer to the fact that they passed a resolution in favour of the report of the Manchester Law Association commending the principle of remuneration of trustees. The old idea which prevailed in many branches of the law, that those who charged nothing for their services, or acted from public spirit, seeking no profit, were exempt from liability save where guilty of crass negligence, has been finally exploded by a series of decisions as well in cases of trustees as in others, and there seems to be no good reason why trustees should incur risks for nothing, or why the principle of payment of trustees, which is the basis of the Bill in question, should not be extended to all trusteeships. We all of us know many gentlemen distinguished for their probity and intelligence amongst us, who yet, perhaps from the very reason of their great honesty and scrupulosity, have not attained to much wealth. Such men as these make admirable trustees, and remuneration by a small percentage of the annual income would be to them a sufficient incentive to their undertaking the burthen of trusteeships. It is not necessary for me to trouble you with a recital of the many other practical objections which have suggested themselves to the committee in the course of their opposition to this Bill. Some of them are touched upon in the report above referred to, and in the documents to be found in the appendix. The whole subject, however, is of so great practical importance in one of the principal branches of a solicitor's profession, that it deserves the greatest watchfulness of each of us.

LAW SOCIETIES.

BARRISTERS' BENEVOLENT ASSOCIATION.

The general meeting of this association was held in the Middle Temple Hall on the 26th ult. Lord Justice Bowen presided.

The report of the committee, which was read by Mr. Edmund Macrory, the secretary, stated that £3,517 11s. 4d. had been distributed during the past two years among 131 applicants. In all there had been 134 applications for assistance. Ninety-six new members joined the association in 1889, and only ten in 1890; and the association now consisted of 743 members, as against 817 in 1889 and 942 in 1888. The committee appealed

to the members of the bar, not only to maintain the association in its past usefulness, but also to add, by exertion and contributions, to its means of meeting the ever-increasing demands upon it.

The CHAIRMAN, in moving the adoption of the report, referred to the deaths of Mr. Justice Manisty, Mr. Baron Huddleston, and Mr. R. G. Arbuthnot, who were among the association's best and most constant friends. He was astonished to find that the number of annual subscribers had diminished. The fault was certainly not due to any defect in the natural generosity of the great profession to which they belonged. He assured them that there was no waste in the administration of the funds intrusted to the committee, and that the whole of the money was well spent.

The ATTORNEY-GENERAL, in seconding the motion, thought the society perhaps lost somewhat from the fact that its funds were administered with absolute privacy. That, however, was the only way in which the funds could be dispensed. He appealed for greater support from the members of the bar. They had not been able in the past to relieve all the cases that had come under their notice; neither had they been able to give so much as they would have liked to those to whom assistance had been extended. The report and statement of accounts were received and adopted.

On the motion of Mr. Justice A. L. SMITH, seconded by Mr. MURPHY, Q.C., the Lord Chancellor was appointed one of the trustees of the association in place of the late Mr. Justice Manisty.

Lord HERSCHELL moved, and Mr. CRUMP, Q.C., seconded, the appointment of the committee of management, which was agreed to.

Sir W. PHILLIMORE, Q.C., moved, and Mr. MEADOWS-WHITE, Q.C., seconded, a vote of thanks to his Honour Judge Eddis for auditing the accounts of the association. The appointment of Mr. Henry Davidson as one of the auditors in place of the late Mr. Arbuthnot was unanimously agreed to.

UNITED LAW SOCIETY.

Nov. 23.—Mr. Marcus moved that "The continued exclusion of the self-governing States of the Empire, other than Great Britain, from a direct share in the control of foreign affairs is an infraction of constitutional principle and a growing danger." Mr. C. W. Williams opposed, and was followed by Messrs. Hawkins, Lewis, Bagram, Green, Hudson, Le Maistre, H. Smith, and Atkin. The motion was defeated by a majority of four.

INCORPORATED LAW SOCIETY OF LIVERPOOL.

The following are extracts from the report of the committee:—

Members.—The society now consists of 304 members, and the number of barristers and others, not being members, who subscribe to the library, is 34.

Clerks of County Justices conducting Prosecutions at Assizes or Quarter Sessions.—The Incorporated Law Society of the United Kingdom having last year asked for the views of this society as to the desirability of extending to counties the rule applicable to cities and boroughs, which prevents clerks to justices from conducting prosecutions, the committee prepared a report (which appeared in last year's proceedings) strongly advocating a change in the system, which they considered to be unsound in principle and injurious to the administration of justice. Last December Mr. Justice Wills, at the Liverpool Assizes, strongly condemned the practice in question, and the committee have since been in communication with him on the subject. The Council of the Incorporated Law Society, to whose attention the judge's remarks were brought by the committee, intimated that they were not prepared to move in the matter for the present, having regard to the great difference of opinion existing amongst the country law societies, but that they would favourably consider any efficient scheme which might be brought forward providing for the appointment of proper officers to conduct prosecutions.

Solicitors' Certificate Duty.—The committee having received a communication from the Faculty of Procurators of Glasgow, advocating the abolition of this duty, replied that they adhered to the view expressed in the two previous years, that upon the whole the retention of the duty operated as a protection to the public and to the profession, and that it was not desirable to make any change.

Directors' Liability Act, 1890.—The attention of members is drawn to the doubt which exists whether persons whose names appear on the prospectus of a company as official solicitors, bankers, stockbrokers, auditors, or accountants thereof are liable to pay compensation in respect of untrue statements contained in such prospectus within section 3 of the Act, a doubt which has given rise to much difference of opinion amongst members of both branches of the profession. The committee passed a resolution that further legislation was necessary, copies of which were sent to the Incorporated Law Society of the United Kingdom, the principal provincial law societies, the Liverpool Stock Exchange, and the Association of Country Bankers. The question has been under the consideration of the Incorporated Law Society of the United Kingdom in conjunction with the London Stock Exchange, London and Country Bankers' Association, and the Institute of Chartered Accountants.

County Courts—Costs in Bankruptcy.—The attention of the committee was drawn to the unfairness of rule 112 of the Bankruptcy Act, 1883, which provides that where the estimated assets of a debtor do not exceed £300, costs on the lower scale only are allowed, and that if costs on the higher scale have been allowed or paid, and the gross amount of assets subsequently turns out to be less than £300, the excess shall be disallowed or repaid as the case may be, while there is no corresponding provision in favour of the solicitor where the assets, though estimated at less than £300, subsequently realise more than that amount. It may be useful to members to know that the practice of the taxing masters of the High Court, of increasing the costs and altering the allocatur, where necessary, is that followed by the registrars in Liverpool.

Public Notaries.—The Incorporated Law Society of the United Kingdom having asked for the opinion of the committee as to the advisability of again bringing before Parliament a Bill which they introduced in the year 1884, providing (*inter alia*) for the admission of all existing solicitors as notaries without examination, for the examination by the council of all persons hereafter applying to be admitted as notaries, and for the transfer of the roll of notaries from the Court of Faculties to the society, the committee reaffirmed the resolution which was passed by their predecessors in the year 1884, as follows:—"That this committee, as representing the entire profession in Liverpool, approve of the Public Notaries Bill with the exception of the 19th clause, but with regard to the 19th clause providing for the admission of notaries as solicitors, without any examination, they consider it contrary to the principles upon which all recent legislation with regard to solicitors has been based."

Maintenance Clauses in Wills and Settlements.—The case of *Re Jeffery, Burt* v. *Arnold* (1891, 1 Ch. 671) illustrates the danger of relying upon section 43 of the Conveyancing Act, 1881, instead of inserting a comprehensive maintenance clause in all wills and settlements by which infants are to be provided for.

LAW STUDENTS' JOURNAL.

LAW STUDENTS' SOCIETIES.

LAW STUDENTS' DEBATING SOCIETY.—Nov. 24.—Mr. Pattinson in the chair.—The subject for discussion, "That the case of *Medowar* v. *The Grand Hotel Co.* (1891, 2 Q. B. 11) was wrongly decided," was opened by Mr. Harcourt, followed by Mr. Alder. Mr. Simon, followed by Mr. Herbert Walton, opposed. The debate having been declared open, the following gentlemen spoke:—In the affirmative, Messrs. Herbert Smith, Anderson, Baldwin, and Crawford; in the negative, Messrs. Wilkinson, Willson, Watson, Evershed, Harry Watkins, Arnold, Bower, and Thirlby. Mr. Harcourt replied. On the motion being put to the meeting, it was lost by a majority of five.

Dec. 1.—Mr. Douglas in the chair.—The subject for discussion, "That, in view of the depopulation of the agricultural districts, a change in our land laws is urgently needed," was opened by Mr. Woodhouse. Mr. Harry Watkins opposed. The debate having been declared open, the following gentlemen spoke:—In the affirmative, Messrs. Clarke, Stevens, Herbert Smith, Meadmore, Johnston, Goodhart, and Anderson; in the negative, Messrs. Watson, Arnold, Sinclair-Cox, and Pritchard. Mr. Woodhouse replied. On the motion being put to the meeting, it was carried by a majority of three. The subject for discussion at the next meeting of the society, on Tuesday, the 8th of December, is: "That the case of *Low* v. *Bouverie* (1891, 3 Ch. 82) was wrongly decided."

LIVERPOOL LAW STUDENTS' ASSOCIATION.—Nov. 30.—Mr. F. Archer, president, in the chair.—A joint debate was held on the following subject for discussion with the representatives from the Manchester Law Students' Society:—"Should the devolution of real estate upon the death of an intestate be assimilated to that of personalty." Mr. Dundordale opened in the affirmative, which was also supported by Messrs. Hartt, Cobbett, Tumber, and Wragg (delegates from the Manchester Society). Mr. Hood opened in the negative, which was also supported by Messrs. Stone and Martin (representatives of the Liverpool Association), and Mr. Style. The question was decided in the affirmative by the unanimous judgment of the court, consisting of Messrs. Archer, Warr, and Hawkins. The delegates were afterwards entertained to a dinner and smoking concert, held in the Lancashire and Yorkshire Hotel, and a most enjoyable social evening was spent together.

NEW ORDERS, &c.

HIGH COURT OF JUSTICE—CHANCERY DIVISION.

ORDER OF COURT.

Whereas, Mr. Justice Mathew has, at my request, and with the concurrence of the Lord Chief Justice of England, consented to sit and act for, or on behalf of, Mr. Justice Stirling, who is absent from illness, for the purpose of hearing such causes and matters as I may assign to him, or any application therein. Now I, the Right Hon. Hardinge Stanley, Baron Halsbury, Lord High Chancellor of Great Britain, do hereby order that all causes standing for trial or hearing with witnesses before Mr. Justice Stirling be assigned during the absence of Mr. Justice Stirling, or until further order, to Mr. Justice Mathew for the purpose of hearing the same or any application connected with such hearing. And this order is to be drawn up by the Registrar and set up in the several offices of the Chancery Division of the High Court of Justice. HALSBURY, C.

LEGAL NEWS.

APPOINTMENTS.

Mr. SAMUEL ALFRED NEWMAN (of the firm of C. A. Loxton & Newman), solicitor, of Walsall, has been appointed a Commissioner for Oaths. Mr. Newman was admitted in May, 1883. He is deputy-clerk to the borough magistrates.

Mr. EDWIN RAWORTH, solicitor, of Harrogate, has been appointed a Commissioner for Oaths. Mr. Raworth was admitted in June, 1885.

Mr. GEORGE STREETLY, solicitor, of Coventry, has been appointed a Commissioner for Oaths. Mr. Streetly was admitted in July, 1885.

Mr. WALTER JAMES SLOAN, solicitor, of Bristol, has been appointed a Commissioner for Oaths. Mr. Sloan was admitted in July, 1885.

Mr. SPENCER WALLHEAD, solicitor, of Warrington, has been appointed a Commissioner for Oaths. Mr. Wallhead was admitted in August, 1884.

Mr. S. LUCAS HUNT, solicitor, of Gt. Yarmouth, has been appointed a Commissioner for Oaths. Mr. Hunt was admitted in November, 1878.

Mr. J. D. S. SIM, barrister-at-law, has been appointed Assistant-Registrar of Friendly Societies. Mr. Sim was called to the bar at the Inner Temple in 1875, and is a member of the Oxford Circuit.

Mr. WILLIAM PEARSON, Q.C., has been elected Treasurer of the Inner Temple for the ensuing year, in succession to his Honour Judge Bristowe, Q.C.

CHANGES IN PARTNERSHIPS.

DISSOLUTIONS.

JOHN NESS DRANSFIELD, WILLIAM DRANSFIELD, and CHARLES HODGKINSON, solicitors (Dransfields & Hodgkinson), Penistone and Sheffield. Oct 1. So far as regards the said John Ness Dransfield, who on that day retired from the business. The said business will be carried on by the said William Dransfield and Charles Hodgkinson, under the style of Dransfield & Hodgkinson.

GEORGE HENRY HOLT and EDMUND HOLT, solicitors (Holt & Sons), Horbury and Dewsbury. Dec. 31, 1889. [*Gazette*, Nov. 24.

HARRY DUKE WARNE and WILLIAM KNAPP CARGILL, solicitors (Warne & Cargill), Brighton. Nov. 28. [*Gazette*, Dec. 1.

GENERAL.

The death is announced of Mr. Robert William Peake, late chief clerk in the High Court of Chancery, at the age of eighty.

Mr. Justice Collins and Mr. Justice Jeune will be the Christmas Vacation Judges. The former will sit during the first part, and the latter will take the second half, of the vacation.

We are asked to state that Mr. Edward Henry Jones, solicitor, of Welshpool, Montgomeryshire, is totally unconnected with the Mr. Edward Henry Jones, solicitor, of Tottenham-court-road, London, who, as we last week stated was ordered to be struck off the rolls.

Mr. H. St. J. Raikes writes to the *Times* as follows:—I trust that, in the interests of the public, wealthy young barristers, and lastly, but by no means least, of one "X. Z. Y." you will give your readers an opportunity of perusing the following advertisement, clipped from the pages of one of your contemporaries of yesterday's (26th) date. It runs:—"Law.—To Barristers—A gentleman recently called, with some capital, can be introduced to good practice by an established solicitor.—Address X. Z. Y., ——————, E.C." The fact that the advance of civilization has placed it within the power of a barrister with some capital to obtain a practice in the manner indicated, opens up a pleasing vista of possibilities.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Appeal Court No. 2.	Mr. Justice Chitty.	Mr. Justice North.
Monday, Dec. 7	Mr. Ward	Mr. Clowes	Mr. Godfrey
Tuesday 8	Pemberton	Jackson	Leach
Wednesday 9	Ward	Clowes	Godfrey
Thursday 10	Pemberton	Jackson	Leach
Friday 11	Ward	Clowes	Godfrey
Saturday 12	Pemberton	Jackson	Leach
	Mr. Justice Stirling.	Mr. Justice Kekewich.	Mr. Justice Romer.
Monday, Dec. 7	Mr. Rolt	Mr. Lavie	Mr. Pugh
Tuesday 8	Farmer	Carrington	Beal
Wednesday 9	Rolt	Lavie	Pugh
Thursday 10	Farmer	Carrington	Beal
Friday 11	Rolt	Lavie	Pugh
Saturday 12	Farmer	Carrington	Beal

DEATH.

VINCENT.—Dec. 1, at Brighton, John Vincent, of 3, Hyde-park-terrace, and 42, Finsbury-circus, eldest son of the late Rev. Edward Vincent, Vicar of Rowde, Wilts, aged 72.

WINDING UP NOTICES.

London Gazette.—FRIDAY, Nov. 27.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ADVERTIZING AND ADDRESSING CO, LIMITED—Petn for winding up, presented NOV 25, directed to be heard before Kekewich, J., on Dec 5. Hays & Co, Abchurch lane, solors for petners. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Dec 4

"ALBERTA" STEAMSHIP CO, LIMITED—Creditors are required, on or before Dec 31, to send their names and addresses, and the particulars of their debts or claims, to William Western Tapscott, 39, Old Hall st, Liverpool. Forshaw & Hawkins, Liverpool, solors for liquidator

AUSTRALASIAN ALKALINE REDUCTION AND SMELTING SYNDICATE, LIMITED—Petn for winding up, presented Nov 24, directed to be heard before Stirling, J., on Dec 5. Francis & Johnson, Austinfriars, petners. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Dec 4

CADOGAN ELECTRIC LIGHT CO, LIMITED—By an order made by Kekewich, J., dated Nov 7, it was ordered that the voluntary winding up of the company be continued. Last & Sons, Pall Mall East, solors for petner

COLOMBIAN GOVERNMENT SILVER CONCESSIONS UNION, LIMITED—Creditors are required, on or before Jan 25, to send their names and addresses, and particulars of their debts or claims, to William Darley Bentley, jun, 3 & 4, Gt Winchester st. Guscotte & Fowler, York bldgs, Adelphi, solors for liquidator

M. C. DUFFY & SON, LIMITED—Creditors are required, on or before Dec 31, to send their names and addresses, and the particulars of their debts or claims, to Druces & Attlee, 10, Billiter sq, solors for liquidators

MIDDLETON MUTUAL CO-OPERATIVE SOCIETY, LIMITED—Creditors are required, on or before Jan 1, to send their names and addresses, and the particulars of their debts or claims, to Thomas Broderick, Balloon st, Manchester. R & J Ascroft, solors for liquidator

WAKEFIELD COLLIERY FACTORS AND ENGINEERING CO, LIMITED—Creditors are required, on or before Dec 31, to send their names and addresses, and the particulars of their debts or claims, to Joseph John Hulbert, Wakefield. Brown & Co, Wakefield, solors for liquidator

W BETZOLD & CO, LIMITED—Creditors are required, on or before Dec 24, to send their names and addresses, and the particulars of their debts or claims, to Jno A J Shaw, 23, Queen Victoria st, liquidator

London Gazette.—TUESDAY, Dec. 1.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BLACKWATER OYSTER BREEDING CO, LIMITED—Petn for winding up, presented Nov 26, directed to be heard before Stirling, J., on Dec 12. Storey & Cowland, Theobald's rd, Gray's inn, agents for Freeman, Maldon, solor for petners. Notice of appearing must reach the abovenamed, Storey & Cowland, not later than 6 o'clock in the afternoon of Dec 11

BULL, BEVAN, & CO, LIMITED—Creditors are required, on or before Jan 11, to send their names and addresses, and the particulars of their debts or claims, to Henry Spain, 76, Coleman st, liquidator

FOLKESTONE CEMENT CO, LIMITED—Creditors are required, on or before Jan 9, to send their names and addresses, and the particulars of their debts or claims, to James Bourne Judge, at the offices of Frederic Hall, solicitor, 27, Sandgate rd, Folkestone

GLENDOWER HOTEL CO, LIMITED—Creditors are required, on or before Dec 31, to send their names and addresses, and the particulars of their debts or claims, to Alfred Walter Good, 57, Moorgate st

ROWLEY HORSE SHOE CO, LIMITED—By an order made by Chitty, J., dated Nov 21, it was ordered that the voluntary winding up of the company be continued. Blanckensee, King st, Cheapside, solor for petners

S & B GORTON, LIMITED—Creditors are required, on or before Jan 15, to send their names and addresses, and the particulars of their debts or claims, to Thomas James Mercer, Coventry. Hughes & Masser, Coventry, solors for liquidator

ST HELEN'S SMELTING AND SULPHATE OF COPPER CO, LIMITED—Creditors are required, on or before Dec 31, to send their names and addresses, and the particulars of their debts or claims, to Charles Henry Mocatta, G 11, Exchange bldgs, Liverpool. Harvey & Co, Liverpool, solors for liquidator

SWANSEA AND SOUTH WALES LAND SOCIETY, LIMITED—Creditors are required, on or before Dec 31, to send their names and addresses, and the particulars of their debts or claims, to John Francis Harvey, Goat st, Swansea

FRIENDLY SOCIETY DISSOLVED.

HAND AND HEART FRIENDLY SOCIETY, Suffolk Arms, Boston st, Hackney rd Nov 27

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, NOV. 13.

BAKER, WILLIAM, Runcorn, Chester, Farmer. Dec 11. Parr's Banking Co v Baker, Chitty, J. Davies, Warrington

HARGREAVES, ANNIE, Brighton. Dec 8. Deacon v Hargreaves, Chitty, J. Heelis, Bolton

London Gazette.—TUESDAY, NOV. 17.

WHITESIDE, ANDREW, Lytham, Lancaster, Corn Merchant. Dec 13. Registrar, Preston. Turner, Preston

London Gazette.—FRIDAY, Nov. 20.

HICKMAN, RICHARD, George st, Portman sq, Butcher. Dec 10. Hickman v Hickman, North, J. Turner, George st, Portman sq

KING, ALFRED MONARCH, Gracechurch st, Tailor. Dec 9. Pring v King, Kekewich, J. Marshall, Lincoln's inn fields

PALMER, WILLIAM, Bourn, Lincoln, Saddler. Dec 15. Lound v Palmer, North, J. Stapleton, Stamford

PHILLIPS, JOHN, Mynyddislwyn, Monmouth, Farmer. Dec 28. Simons v Phillips, Stirling, J. Simons, Merthyr Tydfil

PHILLIPS, JOSEPH, Pentrepiod, Monmouth, Farmer. Dec 28. Simons v Phillips, Stirling, J. Simons, Merthyr Tydfil

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, Nov. 17.

BANKS, THOMAS, Kidderminster, Esq Dec 31 Ivens & Morton, Kidderminster

BARNES, FRANCIS, Avondale rd, Peckham Dec 15 Newington, Onslow rd, East Dulwich

BENNETT, RICHARD, Redditch, Worcs, Manufacturer Dec 17 Tunbridge, Redditch

BISSHOPP, MARY ANN BICKERTON, Queen's Gate, South Kensington Jan 10 Brewer, South sq, Gray's inn

BOWYER, GEORGE, Diddington, Hunts, Farmer Dec 31 Hunnybun & Son, Huntingdons

BROWN, MARY ANNIE, Caen Hill, nr Devizes, Wilts, Innkeeper Dec 31 Hopkins, Devizes

BROWN, THOMAS, Bramley, Yorks, Cloth Manufacturer Dec 31 Beaumont, Leeds

CANN, ABRAM BIRTLES, Southport, Unitarian Minister Jan 1 Clarke & Calkin, John st, Bedford row

CARR, ESAU, Wakefield, Printer Jan 1 Wainwright & Co, Wakefield

CHALK, WILLIAM PAYNORE, Linton, Cambs, Farmer Dec 19 Ackland & Son, Saffron Walden, Essex

CUNLIFFE, ROGER, Finch lane, Banker Dec 10 Foley, Lombard st

DICKINSON, HARRIET, the Boltons, South Kensington Dec 11 Bewlings & Co, Essex st, Strand

FEW, PHOEBE, Sutton, Isle of Ely Dec 17 Hall, Ely

FOX, MARIA ELIZABETH, Henwick Grange, nr Worcester Nov 25 Hannam-Clark & Bayton, Gloucester

GEMMELL, WILLIAM CUNNINGHAME, Clifton, Bristol, Gent Jan 21 Cross, Bristol

GIDDS, ANN, Plimsoll st, Poplar Dec 30 Bradshaw, East India Dock rd, Poplar

GILL, THOMAS, Bath, Esq Dec 25 Stiff, Eastbourne

GLOVER, JONATHAN WEBSTER, Pudsey, Yorks, Drysalter Dec 31 Beaumont, Leeds

GREEN, HERBERT WALTER, Aston, nr Birmingham, Licensed Victualler Dec 21 Ansell & Ashford, Birmingham

HAWKING, JOHN, Thornton bridge, Yorks, Gent Dec 9 Leeman & Co, York

JOHNS, JASPER WILSON, Grenville place, Kensington, J.P. Dec 15 Norbury, F'ng William st

JONES, ISAAC JUDGE, Maidstone Nov 25 Hoar & Co, Maidstone

KENDRICK, HENRY, Adderley st, Birmingham Dec 24 Tarleton & Butlin, Birmingham

KIRKPATRICK, GEORGE, Denton, Lancs, Licensed Victualler Nov 30 Smith, Denton

LAMBERT, ALFRED JAMES, Old Broad st, Esq Feb 29 Cunliffes & Davenport, Chancery lane

LAWSON, ISABELLA, Aldborough Manor, Yorks Dec 31 Hirst & Capes, Harrogate

LONGMUIR, ALEXANDER DAVIDSON, Sherborne, Dorset, Gent Dec 12 Bartlett & Son, Sherborne

LORAM, RICHARD, Kingston upon Hull, Smack Owner Dec 31 Stamp & Co, Hull

LOW, ELIZABETH, Lytham, Lancs Dec 23 Sidebotham & Sidebotham, Manchester

LUCAS, GEORGE, Hamilton terr, St Marylebone, Esq Dec 19 Lupton, New sq, Lincoln's inn

LYSTER, JOHN, Handsworth, Staffs, formerly Licensed Victualler Dec 21 Ansell & Ashford, Birmingham

MASON, JOHN WILLIAMS, Meldon, Northumbld, Clerk in Holy Orders Jan 18 Lempriere & Co, Lincoln's inn fields

MAYOR, JOSEPH, Cossington Rectory, Leics, Clerk in Holy Orders Dec 7 J & S Harris, Leicester

MILLER, WILLIAM HAIG, Lonsdale sq, Esq Dec 31 Budd & Co, Austinfriars

MUSGRAVE, BENJAMIN (sen), Kingston upon Hull, Gent Dec 31 Stamp & Co, Hull

NEWEY, HENRY, Birmingham, out of business Dec 21 Ansell & Ashford, Birmingham

NORRIS, ROBERT, Bristol, Baker Dec 31 Gwynn & Masters, Bristol

PAGE, FRANCES, Hastings Dec 31 Neve, St Leonards on Sea

PATERSON, Lady PETRONILLA, Brighton Dec 31 Potter, Brighton

PEARSON, JOHN, Pardshaw, Dean, Cumbrld, Yeoman Dec 10 Hayton & Simpson, Cockermouth

PEARSON, SARAH JANE, Birch Vale, Derby Dec 19 Lynde and Branthwaite, Manchester

RAMSEY, WILLIAM, Dipton, Durham, Butcher Dec 24 Dickinson & Co, Newcastle on Tyne

REASON, JANE, Sittingbourne, Kent Dec 15 Harris & Harris, Sittingbourne

ROBERTS, CHARLOTTE ELEANOR, Reading Dec 15 Wynne & Son, Lincoln's inn fields

ROSS, ALETHEA EMMA, Camberley, Surrey Dec 12 Dimond & Son, Wimpole st

SHARLAND, THOMAS, Eccleston st, Fruiterer Dec 17 Betteley, Finsbury circus

SMYTH-PIGOTT, BLANCHE MARY, Seymour st, Portman sq Dec 19 Leathley & Willes, Lincoln's inn fields

SUMNER, JOHN, Studley, Warwickshire, Gent Dec 17 Tunbridge, Redditch

SWANN, JOHN BRADLEY, Cheltenham, Esq, formerly Captain in 6th West York Militia Dec 31 Stamp & Co, Hull

SWINDELLS, JAMES, Oldham, Cotton Spinner Dec 14 Ponsonby & Carlile, Oldham

TAYLOR, DANIEL, Leeds, Pattern Maker Dec 31 Beaumont, Leeds

TOWLSON, JOHN, Basford, Nottingham, Gent Jan 1 Goodall & Brown, Nottingham

VICAT, RICHARD NELSON, Broderick rd, Wandsworth Common Dec 21 Robinson & Co, Charterhouse sq

WADE, JUDITH, Denton, Lancs Nov 30 Smith, Denton

WARNER, JAMES, Bell yard, Law Stationer Dec 31 Sole & Co, Aldermanbury

WATERLOW, WALTER BLANDFORD, Redhill, Reigate Dec 17 Grece, Redhill

WATTS, ELIZABETH, Haidenway, Warwickshire Dec 17 Tunbridge, Redditch

WEEKS, LUCY, Southsea Dec 17 Edgcombe & Co, Portsea

WICKETT, HELEN AMELIA, Southsea Dec 16 Leman & Co, Lincoln's inn fields

WISEMAN, JOHN, Goole, Yorks, Gent Jan 1 England & Son, Goole

WOORE, JOHN, Ramsgate, Gent Dec 25 Bradshaw, East India Dock rd, Poplar

YOUNG, JOHN, Werneth, Oldham, Grocer Dec 18 Clark & Jackson, Oldham

London Gazette.—FRIDAY, Nov. 20.

ARNOLD, CHARLOTTE ISIDORA, St Leonard's on Sea Jan 16 Raper & Ellman, Battle, Sussex

BAILEY, ANN BAKER, Epsom, Surrey Dec 24 Romer & Haslam, Copthall chmbrs

BARTON, MARY ANN, Robertsbridge, Sussex Jan 16 Raper & Ellman, Battle, Sussex

BEES, GEORGE HENRY, Barrow in Furness, Bill Poster Jan 23 Townsend, Barrow in Furness

BOEN, Rev GERARD, Wilmslow, Chester, Clerk Jan 2 James & Smith, Birkenhead

CALCUTT, ROSA, Gt Marlow, Bucks, Stationer Dec 17 Cripps, Gt Marlow

CHAPPELL, ELEANOR, Harley st, Cavendish sq Dec 31 Taylor, Gray's inn sq

COTTON, MARY, Bedwardine, Worcester Dec 20 Jeffery, Worcester

CULL, BERNARD GALLAGHER, Stillorgan, co. Dublin, Draper Dec 18 Killey, Liverpool

DIX, GEORGE FREDERICK, Commercial rd, Gent Dec 20 Turner, Leadenhall st

ELLMAN, JOHN SPENCER, Lewes, retired Post-Captain R.N. Jan 16 Raper & Ellman, Battle, Sussex

HANWELL, LUCY, Kingston on Hull Jan 1 Jackson, Hull

HAYCOX, JOHN, Southwark park rd Dec 4 Green, Powerscroft rd, Clapton

HAYTHORNTHWAITE, THOMAS, Galgate, Lancs, Gent Dec 1 Saul, Lancaster

HENDERSON, ROBERT, Osborne rd, Forest gate, Master Mariner Feb 20 Barrett, Leadenhall st; Maples & Co, Frederick's pl

HOPKIN, EVAN, Aberavon, Glam, retired Porter Dec 20 Jenkins, Aberavon

HOWLETT, THOMAS, Kersey, Suffolk, Farmer Dec 19 Grimwade, Hadleigh

HUMPHREYS, HENRY TEMPLE, Stranraer, Wigtownshire Dec 14 Keating, Tulse hill

HYSLOP, ALEXANDER HARLEY, Linden grdns, Chiswick, Lieut. Col. Feb 29 Cunliffes & Davenport, Chancery ln

IVES, ROBERT, Oulton, Suffolk, Farmer Dec 7 Lyus & Son, Diss, Norfolk

JONES, ANNIE, Wrexham, Denbigh Dec 10 Hughes, Wrexham

LLEWELYN, Rev RICHARD PENDRILL, Llangynwyd Vicarage, nr Bridgend, Glam, Clerk Dec 19 Seale & David, Bridgend

LORD, HENRY HALSTEAD, Burnley, Plumber Jan 21 Emmett, Burnley

LORD, SOPHIA, Burnley Jan 21 Emmett, Burnley

NEWMAN, MATILDA, Christchurch, Canterbury, New Zealand Feb 13 Hillearys, Fenchurch bldgs

PAREY, ELLEN, Barmouth, Merioneth Dec 20 Pybus, Barmouth

PUGH, JOHN, Dyffryn, Llandwrog, Merioneth, Labourer Dec 20 Pybus, Barmouth

RIDGWAY, MARY, Rownall Hall, Staffs Jan 1 Cooper & Co, Newcastle under Lyme

RODGER, GEORGE, Cheltenham, Esq Dec 11 Bubb & Co, Cheltenham

ROYCE, GEORGE, Oakham, Rutland, Farmer Dec 5 Adam & Son, Oakham

SLOPER, JOHN, Little Somerford, Wilts, Gent Dec 17 Wood & Awdry, Chippenham

SMITH, JAMES, Tockenham, Wilts Dec 19 Bevir, Wootton Bassett

SOLLEY, EDWARD STEPHEN, Deal, Painter Dec 21 Brown & Brown, Deal

THOMAS, ELLEN, Gorllwyn, Llanaber, Merioneth Dec 20 Pybus, Barmouth

TIPSON, WILLIAM SAMSON, East Ferry rd, Millwall, Rope Maker Jan 13 Barrett, Leadenhall st

WARE, MARY ANN, Woodhouse sq, Leeds Dec 18 Dale, Leeds

WEBSTER, ELIZABETH, Attleborough, Norfolk, Shopkeeper Dec 7 Hall, Attleborough

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Nov. 27.

RECEIVING ORDERS.

ATKIN, ROBERT, Castleton, Yorks, Grocer Stockton on Tees and Middlesborough Pet Oct 3 Ord Nov 19

BAKER, ROBERT, Chesnut rd, Raynes park, Wimbledon, Draper High Court Pet Oct 24 Ord Nov 24

BALE, JOHN, Derby, Hot Water Fitter Derby Pet Nov 23 Ord Nov 23

BELL, WILLIAM, Petworth, Sussex, Thrashing Machinist Brighton Pet Nov 25 Ord Nov 25

BENNETT, WILLIAM STERNDALE, Birmingham, Photographer Birmingham Pet Nov 23 Ord Nov 23

BEVIS, WALTER, Bournemouth, Builder Poole Pet Nov 13 Ord Nov 25

BIDDLEY, JOHN, Ansley, Warwickshire, Builder Coventry Pet Nov 5 Ord Nov 25

BLEASDALE, HENRY TAYLOR, Barrow in Furness, Confectioner Barrow in Furness Pet Nov 25 Ord Nov 25

BODDY, HENRY, Watford, Herts, Upholsterer St Albans Pet Nov 23 Ord Nov 23

BOWEN, OWEN D, Netherwood rd, West Kensington, Draper High Court Pet Nov 7 Ord Nov 24

BUXTON, CHARLES GRAY, Gt Grimsby, employed on a tug boat Gt Grimsby Pet Nov 23 Ord Nov 23

BYROM, ELIZABETH JANE, Endsleigh gardens, Euston rd, Widow High Court Pet Oct 31 Ord Nov 24

CAPPER, E HARCOURT, Ashbourne, Derbyshire, Gent Burton on Trent Pet Aug 27 Ord Nov 20

DAVIES, RICHARD, Shrewsbury, Grocer Shrewsbury Pet Nov 24 Ord Nov 24

DAVIES, STEPHEN, Guilsfield, Montgomery, Farmer Newtown Pet Nov 24 Ord Nov 24

DIX, MATTHEW, Bradford, Smallwars Dealer Bradford Pet Nov 23 Ord Nov 23

DOBBY, ROBERT, West Bromwich, Dairyman West Bromwich Pet Nov 23 Ord Nov 23

EVANS, JOHN HENRY SIMPKIN, Bramley, nr Leeds, Boot Manufacturer Leeds Pet Nov 14 Ord Nov 23

FLEURY, ALICE, Ebury st, Lower Grosvenor pl, Dress Maker High Court Pet Nov 23 Ord Nov 23

GOODBEHERE, ARCHIBALD, Barrow in Furness, Confectioner Barrow in Furness Pet Nov 23 Ord Nov 23

GREATOREX, RACHEL HANNAH, Harrow on Hill, Widow St Albans Pet Oct 29 Ord Nov 20

GROMETT, JOHN, Walsoken, Norfolk, Labourer King's Lynn Pet Nov 24 Ord Nov 24

HOGBEN, GEORGE, Fenchurch avenue, Commercial Traveller High Court Pet Nov 23 Ord Nov 23

HOLNESS, BROWNING WICKENDEN, Eastrey, Kent, Boarding house Keeper Canterbury Pet Nov 24 Ord Nov 24

HOOPER, WILLIAM GEORGE, Oxford, Bookseller Oxford Pet Nov 11 Ord Nov 25

HUSTWAITE, CHARLES, Hunslet, Leeds, Commission Agent Leeds Pet Nov 25 Ord Nov 25

LEWIS, ROBERT SYMES, Croydon, Surrey, Hosier Croydon Pet Nov 3 Ord Nov 24

LOMAX, WILLIAM EDMUND, Bolton, Bicycle Agent Bolton Pet Nov 11 Ord Nov 23

LUFF, GEORGE, Lime st, Builder High Court Pet Nov 25 Ord Nov 25

MADDEN, FRANCIS BENEDICT, Birkdale, nr Southport, Builder Liverpool Pet Nov 24 Ord Nov 24

MASON, JOSEPH, Darlaston, Staffs, Tile Manufacturer Walsall Pet Nov 23 Ord Nov 23

MEADE, JOSEPH HENRY, Richmond, Surrey, China Dealer Wandsworth Pet Nov 21 Ord Nov 21

MOSS, GEORGE FREDERICK, Hebden Bridge, Yorks, Printer Burnley Pet Nov 25 Ord Nov 25

MURPHY, WILLIAM, Liverpool, Outfitter Liverpool Pet Nov 11 Ord Nov 23

NORRIDGE, WALTER, New Swindon, Wilts Builder Swindon Pet Nov 25 Ord Nov 25

OATES, RICHARD, Plymouth, Draper and Grocer Truro Pet Nov 17 Ord Nov 24

RAMAGE, ALEXANDER SYDNEY, Wolverhampton, Manager of Chemical Works Wolverhampton Pet Nov 23 Ord Nov 23

SHARPLES, THOMAS, Salford, Grocer Salford Pet Nov 9 Ord Nov 23

SIMPSON, WILLIAM SPIERS, St Stephen's chmbrs, Telegraph st, Civil Engineer High Court Pet Sept 11 Ord Nov 12

SMITH, HORACE WILLIAM, late Spring grdns, Charing Cross, Solicitor High Court Pet Oct 30 Ord Nov 23

STARMER, ROBERT, Leeds, Boot Manufacturer Leeds Pet Nov 24 Ord Nov 24

TERRY, STEPHEN HARDING, Hednesford, Staffs, Engineer Walsall Pet Nov 25 Ord Nov 25

VICKERS, JAMES, Leeds, Cutler Leeds Pet Nov 25 Ord Nov 25

WALKER, GEORGE, Gravesend, Dairyman Rochester Pet Nov 23 Ord Nov 23

WRIGHT, JOHN WILLIAM, Gresham House, Old Broad st, Financial Agent High Court Pet Oct 14 Ord Nov 23

FIRST MEETINGS.

ATKIN, LEVI, Leeds, Commission Agent Dec 7 at 11 Off Rec, 22, Park row, Leeds

BALE, JOHN, Derby, Hot Water Fitter Dec 7 at 12 Off Rec, St James's chmbrs, Derby

BECKWITH, JOHN RICHARD, Leeds, Seedsman Dec 9 at 11 Off Rec, 22, Park row, Leeds

BELCHAM, WILLIAM ISAAC, Rayleigh, Essex, Surveyor Dec 4 at 12 Off Rec, 95, Temple chmbers, Temple avenue

BLACK, JOHN EDWARD, and MATTHEW GALLON, Newcastle on Tyne, Aerated Water Manufacturers Dec 7 at 11.30 Off Rec, Pink lane, Newcastle on Tyne

BLOCK, MORRIS, Liverpool, Tailor Dec 10 at 3 Off Rec, 35 Victoria st, Liverpool

BYRNE, DANIEL FREDERICK, Headingley, Leeds, Linen Manufacturers' Agent Dec 5 at 11 Off Rec, 22, Park row, Leeds

CLEMENTS, RICHARD, Park st, Dorset sq, Baker Dec 7 at 11 33, Carey st, Lincoln's inn

CUMMINS, RICHARD HENRY, Hastings House, South Acton Dec 7 at 3 Off Rec, 95, Temple chmbrs, Temple avenue

DAVIES, DAVID TREVOR, Carmarthen, Grocer Dec 4 at 11 Off Rec, 11, Quay st, Carmarthen

DAVIES, HENRY, Woodside, Surrey, Commercial Traveller Dec 7 at 11.30 24, Railway approach, London Bridge

DIX, MATTHEW, Bradford, Smallware Dealer Dec 7 at 11 Off Rec, 31, Manor row, Bradford

ELLIS, WILLIAM, Ossett, Yorks, formerly Poulterer Dec 4 at 4.30 Off Rec, Bank chmbrs, Batley

FREDERICK, WILLIAM JOHN, East Barry, Glam, Cabinet Maker Dec 7 at 11 Off Rec, 29, Queen st, Cardiff

GODBEHERE, Archibald, Barrow in Furness, Confectioner Dec 9 at 10.30 Off Rec, 16, Cornwallis st, Barrow in Furness

GRAY, WILLIAM, Wath on Dearne, nr Rotherham, Soap Boiler Dec 8 at 3 Off Rec, Figtree lane, Sheffield

GREENWOOD, JAMES, Cannon st, Builder Dec 8 at 11 Bankruptcy bldgs, Portugal st, Lincoln's inn fields

HAMBRIDGE, CHARLES, Yeovil, Coal Merchant Dec 4 at 11 Off Rec, Salisbury

HARTLEY, FRANCIS, Kingsweur, Devon, Licensed Victualler Dec 4 at 11 10, Athenæum ter, Plymouth

HILEY, JOHN, Leeds, Grocer Dec 7 at 12 Off Rec, 22, Park row, Leeds

LEE, MARY ANN, Beckenham rd, Penge, Milliner Dec 10 at 11 33, Carey st, Lincoln's inn
LOMAX, WILLIAM EDMUND, Bolton, Bicycle Agent Dec 5 at 10.30 16, Wood st, Bolton
LONG, WALTER JAMES, Gloucester, Hairdresser Dec 5 at 3 Off Rec, 15, King st, Gloucester
MACKAY, FREDERICK NOEL, Mark lane, Civil Engineer Dec 9 at 2.30 33, Carey st, Lincoln's inn
MILLNS, ARTHUR ALBERT, Fenchurch st, Paint Manufacturer Dec 7 at 2.30 33, Carey st, Lincoln's inn
MORRIS, JOHN, Pimphurst, Bethersden, Kent, Farm Bailiff Dec 4 at 10 Off Rec, 5, Castle st, Canterbury
NICHOLAS, EDWARD, Cardiff, Hairdresser Dec 7 at 12 Off Rec, 29, Queen st, Cardiff
PEARCE, PAUL, and WILLIAM EDWARD JACKSON, Wolverhampton, Iron Plate Workers Dec 8 at 3 Off Rec, Wolverhampton
PIERCY, WILLIAM, Aldershot, Builder Dec 7 at 12.30 24, Railway app, London Bridge
PIMM, ARTHUR TICKNER, and SAMUEL ISAAC PADFIELD CHIVERS, Cardiff, Drysalters Dec 8 at 11 Off Rec, 29, Queen st, Cardiff
PORTEOUS, HARRY DRYSDALE, Walton, Lancs, Flour Salesman Dec 10 at 2.30 Off Rec, 35, Victoria st, Liverpool
PRYCE, J B, Cardiff, Draper Dec 7 at 3 Off Rec, 29, Queen st, Cardiff
RAE, JANE DONALDSON REID, Kellett rd, Brixton, Spinster Dec 7 at 12 33, Carey st, Lincoln's inn
RAWNSLEY, HERBERT, and WILLIAM ROTHERY, Carlinghow, Batley, Yorks, Dyers Dec 4 at 3 Off Rec, Bank chmbrs, Batley
ROBINSON, FRANCIS, Hartlepool, Ironworker Dec 4 at 12.30 Off Rec, 25, John st, Sunderland
ROWLANDS, JOHN, Hoole, Cheshire, Draper Dec 7 at 12 Off Rec, Chester
SCOTT, EGERTON P, Cecil st, Strand, Journalist Dec 9 at 2.30 33, Carey st, Lincoln's inn
SHARPLES, THOMAS, Salford, Grocer Dec 4 at 3 Ogden's chmbrs, Bridge st, Manchester
SPENCER, HENRY, Cannon st, Wine Merchant Dec 10 at 2.30 33, Carey st, Lincoln's inn
TATTERSALL, THOMAS, Accrington, Waste Merchant Dec 9 at 2 County Court house, Blackburn
VICKERS, JAMES EDWARD, Leeds, Cycle Agent Dec 9 at 12 Off Rec, 22, Park row, Leeds
WADESON, ANTHONY, Copthall bldgs, Throgmorton st, Stockbroker Dec 11 at 2.30 33, Carey st, Lincoln's inn
WALKER, GEORGE, Gravesend, Dairyman Dec 14 at 11.30 Off Rec, Eastgate, Rochester
WELLS, A E, Pelican Club, Gerrard st, Soho Dec 17 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn
WILLIAMS, PAUL, Shaftesbury avenue, Cook Dec 11 at 12 33, Carey st, Lincoln's inn

The following amended notice is substituted for that published in the London Gazette, Nov. 24.

WOOD, RICHARD, Coningsby, Lincs, Farmer Dec 3 at 12.30 Off Rec, 31, Silver st, Lincoln

ADJUDICATIONS.

BALE, JOHN, Derby, Hot Water Fitter Derby Pet Nov 23 Ord Nov 23
BIRD, WILLIAM, Birmingham, formerly Grocer Birmingham Pet Nov 20 Ord Nov 25
BLANCHARD, JOHN GEORGE, Coventry, Baker Coventry Pet Nov 23 Ord Nov 25
BLEASEDALE, HENRY TAYLOR, Barrow in Furness, Confectioner Barrow in Furness Pet Nov 25 Ord Nov 25
BLOCK, MORRIS, Liverpool, Tailor Liverpool Pet Oct 12 Ord Nov 24
BROOKS, ALBERT, late Westminster Bridge rd, Draper High Court Pet Nov 10 Ord Nov 24
BUXTON, CHARLES GRAY, Gt Grimsby, employed on a Tugboat Gt Grimsby Pet Nov 23 Ord Nov 23
COPPLESTONE, JOHN BARTLETT, Thornford rd, Lewisham, Pianoforte Dealer Barnstaple Pet Nov 14 Ord Nov 23
DAVIES, ESTHER, and MARY JANE DAVIES, Birmingham, Dressmakers Birmingham Pet Nov 21 Ord Nov 25
DAVIES, HENRY, South Norwood, Surrey, Commercial Traveller Croydon Pet Nov 16 Ord Nov 25
DAVIES, RICHARD, Shrewsbury, Grocer Shrewsbury Pet Nov 24 Ord Nov 24
DIX, MATTHEW, Bradford, Smallware Dealer Bradford Pet Nov 23 Ord Nov 23
ELLIS, WILLIAM, Ossett, Yorks, formerly Poulterer Dewsbury Pet Nov 19 Ord Nov 21
ENTWISTLE, ROBERT, Croydon, Surrey, Licensed Victualler Croydon Pet Oct 26 Ord Nov 24
EVANS, JOHN HENRY SIMPKIN, Bramley, nr Leeds, Boot Manufacturer Leeds Pet Nov 14 Ord Nov 21
FLUKES, ALICE, Ebury st, Lower Grosvenor pl, Dress Maker High Court Pet Nov 23 Ord Nov 23
GOLDEHERE, ARCHIBALD, Barrow in Furness, Confectioner Barrow in Furness Pet Nov 23 Ord Nov 23
GROMETT, JOHN, Walsoken, Norfolk, Labourer King's Lynn Pet Nov 23 Ord Nov 24
HOGBEN, GEORGE, Fenchurch avenue, Commercial Traveller High Court Pet Nov 23 Ord Nov 23
HOLNESS, BROWNING WICKENDEN, Eastry, Kent, Boarding house Keeper Canterbury Pet Nov 24 Ord Nov 24
HUSTWAITE, CHARLES, Hunslet, Leeds, Commission Agent Leeds Pet Nov 25 Ord Nov 25
MADDEN, FRANCIS BENEDICT, Birkdale, nr Southport, Builder Liverpool Pet Nov 24 Ord Nov 24
MARSHALL, CLARA MARY, Leamington, Widow Madeley, Salop Pet Nov 5 Ord Nov 24
MARSHALL, MARK, Rainham, Kent, Provision Merchant Rochester Pet Oct 20 Ord Nov 23
MEADE, JOSEPH HENRY, Richmond, Surrey, China Dealer Wandsworth Pet Nov 21 Ord Nov 21
MOORE, HENRY, Stroud, Glos, Furniture Broker Gloucester Pet Nov 20 Ord Nov 24
NORRIDGE, WALTER, New Swindon, Wilts, Builder Swindon Pet Nov 25 Ord Nov 25
OATES, RICHARD, Plymouth, Draper Truro Pet Nov 16 Ord Nov 24
RAWNSLEY, HERBERT, and WILLIAM ROTHERY, Carlinghow, Batley, Yorks, Dyers Dewsbury Pet Nov 17 Ord Nov 25
REDFEARNE, JOSEPH, Sheffield, Grocer Sheffield Pet Nov 13 Ord Nov 23
SEYS, JAMES ANEAS, Newport, Mon, Chemist Newport, Mon Pet Nov 2 Ord Nov 24
SIMPKINS, CHARLES, Croydon, Surrey, Betting Commission Agent Croydon Pet Sept 7 Ord Nov 25
STARMER, ROBERT, Leeds, Boot Manufacturer Leeds Pet Nov 24 Ord Nov 24
STEWART, WILLIAM, Kingston on Thames, Club Proprietor Kingston, Surrey Pet Oct 5 Ord Nov 25
TRIM, ALBERT CHARLES, Emsworth, Hants, Grocer Portsmouth Pet Nov 20 Ord Nov 23
VICKERS, JAMES, Leeds, Cutler Leeds Pet Nov 25 Ord Nov 25
WALKER, GEORGE, Gravesend, Dairyman Rochester Pet Nov 23 Ord Nov 23
WOOD, RICHARD, Leeds, Woollen Manufacturer Leeds Pet Oct 19 Ord Nov 21
YOUNG, HAMILTON, Gt Portland st, Dressmaker High Court Pet Oct 8 Ord Nov 23

ADJUDICATION ANNULLED.

GREEN, JOHN, Wolverhampton, Lock Manufacturer Wolverhampton Adjud Sept 4 Annul Nov 17

London Gazette.—TUESDAY, Dec. 1.

RECEIVING ORDERS.

ANGIER, GEORGE AUGUSTUS, Brighton, Doctor of Medicine Brighton Pet Nov 26 Ord Nov 26
BARWELL, JOHN WILLIAM, Woodford and Cranford, Northamptonshire, Farmer Northampton Pet Nov 28 Ord Nov 28
BASS, ALFRED, Bexley, Kent, Draper Rochester Pet Nov 26 Ord Nov 26
BEVERLY, WILLIAM, Putney, Surrey, Grocer Wandsworth Pet Nov 25 Ord Nov 26
BLENKARN, JAMES, Gt Grimsby, Coal Merchant Gt Grimsby Pet Nov 26 Ord Nov 26
BOWYER, ALFRED, Kidderminster, Grocer Kidderminster Pet Nov 23 Ord Nov 23
BULMER, MICHAEL, Sowerby, nr Thirsk, Yorks, Slipper Maker Northallerton Pet Nov 27 Ord Nov 27
CLARKE, SPURLING, Richangles, Eye, Suffolk, Farmer Ipswich Pet Nov 10 Ord Nov 23
CONWAY, ROBERT, Mansfield, Notts, Brush Manufacturer Nottingham Pet Nov 13 Ord Nov 27
DOBSON, HENRY, Wakefield, Joiner Wakefield Pet Nov 25 Ord Nov 25
DODDS, TOM, Scarborough, Boot Maker Scarborough Pet Nov 26 Ord Nov 26
DONALDSON, WILLIAM HENRY, Landport, Baker Portsmouth Pet Nov 27 Ord Nov 27
DREW, NICHOLAS PATRICK, St Edmunds, Isle of Dogs, Millwall, Clerk in Holy Orders High Court Pet Nov 27 Ord Nov 27
DUCKERS, CHARLES, Burton on Trent, Cooper Burton on Trent Pet Nov 25 Ord Nov 25
FITCH, SUSAN, Cambridge, Grocer Cambridge Pet Nov 17 Ord Nov 28
FRASER, WILLIAM, Broad st avenue, Merchant High Court Pet Oct 21, 1890 Ord Dec 25, 1890
FRYER, HENRY, Eldwick, Yorks, Market Gardener Bradford Pet Nov 28 Ord Nov 28
GODDARD, SAMUEL CHARLES, Battersea Park rd, Surrey, Baker Wandsworth Pet Nov 26 Ord Nov 26
HEBBLETHWAITE, THOMAS ELLIS, Bradford, Furniture Salesman Bradford Pet Nov 27 Ord Nov 27
HITCHINS, TOM F, Fenchurch st, Metal Broker High Court Pet Nov 9 Ord Nov 27
HOPKINS, JOHN, Praed st, Paddington, Second hand Clothes Dealer High Court Pet Nov 28 Ord Nov 28
HOTTON, WILLIAM TRELEAVES, Bodmin, Cornwall, Farmer Truro Pet Nov 14 Ord Nov 28
JAMSON, SAMUEL, Woodstone, Hunts, Leather Currier Peterborough Pet Nov 14 Ord Nov 28
JOHNSON, WILLIAM ARTHUR, Hove, Sussex, Mental Nurse Brighton Pet Nov 27 Ord Nov 27
JONES, EDWARD, Llanidloes, Montgomery, Butcher Newtown Pet Nov 26 Ord Nov 26
JONES, OWEN, late of Nantyfelin, Llanfairfechan, Carnarvonshire, Coal Merchant Bangor Pet Nov 26 Ord Nov 26
LAPTHORNE, SAMUEL J, Norwich, Gunmaker Norwich Pet Nov 10 Ord Nov 28
LEVERS, WILLIAM HAWKE, and JOHN EDWARD ANTHONY GUY, Bradford, Tailors Bradford Pet Nov 25 Ord Nov 25
LLOYD, ERNEST H, Streatham, Surrey, Clerk Wandsworth Pet Oct 8 Ord Nov 26
LOUGHER, THOMAS, Cowbridge, Glam, Innkeeper Cardiff Pet Nov 25 Ord Nov 25
MASSEY, EVAN PEIRCE, Totnes, Devon, Baker East Stonehouse Pet Nov 26 Ord Nov 26
MCBAIN, GEORGE, Newcastle on Tyne, Draper Newcastle on Tyne Pet Nov 26 Ord Nov 26
MCCLORRY, EDWARD, Maryport, Cumberland, Saddler Cockermouth and Workington Pet Nov 27 Ord Nov 27
PAYNE, H V, late of Brighton, Hosier High Court Pet Nov 6 Ord Nov 28
PRICE, WILLIAM, South Stockton, Grocer Stockton on Tees Pet Nov 27 Ord Nov 27
PRINCE, WILLIAM, Barton under Needwood, Staffs, Wheelwright Burton on Trent Pet Nov 27 Ord Nov 27
RANGER, HERBERT, Tenterden, Kent, Carpenter Hastings Pet Nov 25 Ord Nov 25
ROBINSON, EDWARD ARKLESS, Newcastle on Tyne, Agent Newcastle on Tyne Pet Nov 28 Ord Nov 28
ROBINSON, JAMES, Boltby nr Thirsk, Yorks, Butcher Northallerton Pet Nov 27 Ord Nov 27
SAWLS, WILLIAM HENRY, Worthing, Builder Brighton Pet Nov 27 Ord Nov 27
SCHACHTEL, EUGENE, Carter lane, Trimming Manufacturer High Court Pet Nov 27 Ord Nov 27
SELLERS, SARAH, Neithrop, Banbury, Boarding house Keeper Banbury Pet Nov 27 Ord Nov 27
SEYMOUR, GEORGE SCLATER, Exeter, Wholesale Stationer Exeter Pet Nov 26 Ord Nov 26
SHEPPARD, THOMAS, Salisbury, Innkeeper Salisbury Pet Nov 28 Ord Nov 28
SMITH, WILLIAM THOMAS, Birmingham, Mattress Maker Birmingham Pet Nov 28 Ord Nov 28
SOLOMON, H, Fleet st, Advertising Agent High Court Pet Nov 7 Ord Nov 26
TAYLOR, CHARLES, Bolton, Joiner Bolton Pet Nov 26 Ord Nov 26
TUCKER, WILLIAM ALFRED, Woolwich, Licensed Victualler Greenwich Pet Nov 16 Ord Nov 16
WARBURTON, JOHN, Conisborough, Yorks, Mining Engineer Sheffield Pet Nov 28 Ord Nov 28
WHITE, JOHN, St Leonards on Sea, Lodging house Keeper Hastings Pet Nov 28 Ord Nov 28
WILLIAMS, GEORGE CLIFFORD WILLIAMS, Leigh, nr Malvern, Farmer Worcester Ord Nov 26
WILLS, JOHN, the younger, Christow, Devon, Labourer Exeter Pet Nov 27 Ord Nov 27

The following amended notice is substituted for that published in the London Gazette, Nov 3.

BEALE, ARTHUR PERCY, Gt Bridge, Staffs, Grocer Dudley Pet Oct 29 Ord Oct 30

FIRST MEETINGS.

BAKER, ROBERT, Chesnut rd, Raynes Park, Wimbledon, Draper Dec 11 at 1 33, Carey st, Lincoln's inn
BASS, ALFRED, Bexley heath, Kent, Draper Dec 9 at 1.30 Off Rec, Rochester
BELL, ROBERT, St James's st Dec 15 at 2.30 33, Carey st, Lincoln's inn
BEVIS, WALTER, Bournemouth, Builder Dec 9 at 12 Antelope Hotel, Poole
BINDLEY, JOHN, Ansley, Warwickshire, Builder Dec 21 at 12 Off Rec, 17, Hertford st, Coventry
BIRD, WILLIAM, Birmingham, formerly Grocer Dec 9 at 11 25, Colmore row, Birmingham
BLEASDALE, HENRY TAYLOR, Barrow in Furness, Confectioner Dec 9 at 11 Off Rec, 16, Cornwallis st, Barrow in Furness
BROOKS, ALBERT, Westminster bridge rd, Draper Dec 11 at 11 33, Carey st, Lincoln's inn
BURGESS, SAMUEL, Antrobus, Cheshire, Farm Bailiff Dec 8 at 10.45 Royal Hotel, Crewe
BUXTON, CHARLES GRAY, Gt Grimsby, employed on a tugboat Dec 9 at 11 Off Rec, 15, Osborne st, Gt Grimsby
CARTER, LOUIS EDWARD, Wealdstone, Harrow, Farmer Dec 8 at 3 Off Rec, 95, Temple chmbrs, Temple avenue
CLARKE, SPURLING, Richangles, Eye, Suffolk, Farmer Dec 8 at 12.15 Off Rec, 36, Princes st, Ipswich
CROSSLEY, ELI, Anfield, Liverpool, Schoolmaster Dec 10 at 3.30 Off Rec, 35, Victoria st, Liverpool
DAVIES, RICHARD, Shrewsbury, Grocer Dec 9 at 10.30 Off Rec, Talbot chmbrs, Shrewsbury
DAVIES, STEPHEN, Guilsfield, Montgomery, Farmer Dec 8 at 1 Off Rec, Llanidloes
DAVIS, JOHN WOODGATE (deceased), Ashford, Kent, Licensed Victualler Dec 8 at 3 Saracen's Head Hotel, Ashford
DOBSON, HENRY, Wakefield, Joiner Dec 8 at 11 Off Rec, Bond ter, Wakefield
DUNTHORNE, ROBERT, Margate, Temperance Hotel Keeper Dec 11 at 5 53, High st, Margate
EMMETT, WILLIAM, and ARTHUR HISTON, Gateshead, Mineral Water Manufacturers Dec 9 at 11.30 Off Rec, Pink lane, Newcastle on Tyne
GRAY, JOHN, Charlotte st, Blackfriars rd, Brush Manufacturer Dec 11 at 2.30 33, Carey st, Lincoln's inn
HAYNES, ELI, Walsall, Keymaker Dec 9 at 11.30 Off Rec, Walsall
HOLNESS, BROWNING WICKENDEN, Eastrey, Kent, Boarding house Keeper Dec 18 at 10 Off Rec, 5, Castle st, Canterbury
HOWELL, THOMAS CHARLES, Mincing lane, Lighterman Dec 11 at 12 33, Carey st, Lincoln's inn
JAMES, MARGARET HARRY, New Quay, Cardiganshire, Grocer Dec 18 at 12.30 Townhall, Aberystwith
LEVIN, JULIUS, Hanley, Sponge Merchant Dec 15 at 3 Off Rec, King st, Newcastle under Lyme
LOUGHER, THOMAS, Cowbridge, Glam, Innkeeper Dec 8 at 10 Off Rec, 29, Queen st, Cardiff
MOORE, HENRY, Stroud, Glos, Furniture Broker Dec 8 at 11 Off Rec, 15, King st, Gloucester
MORRIS, WILLIAM, Britannia, Porth, Glam, Grocer Dec 8 at 12 Off Rec's Office, Merthyr Tydfil
O'CALLAGHAN, GEORGE HENRY KENNETH, Ludlow, Salop, Surgeon Dec 10 at 10.30 Feathers Hotel, Ludlow
ROSS, WILLIAM, Ludlow, Salop, Cabinet Maker Dec 10 at 10.30 Feathers Hotel, Ludlow
SANDERS, JONATHAN JOHN, GEORGE WOOLLEY SANDERS, and EARLAND WIGHAM SANDERS, Stockton on Tees, Provision Merchants Dec 15 at 3 Off Rec, Middlesborough
SEYMOUR, GEORGE SCLATER, Exeter, Wholesale Stationer Dec 10 at 11 Off Rec, 13, Bedford circus, Exeter
TRIM, ALBERT CHARLES, Emsworth, Hants, Grocer Dec 8 at 3 Off Rec, Cambridge Junction, High st, Portsmouth
WAIN, EDGAR, and S. WOOD, Hanley Dec 15 at 2 Off Rec, King st, Newcastle under Lyme
WILKINSON, WILLIAM, Osmotherly, Yorks, Labourer Dec 14 at 12 Court house, Northallerton
WILLS, JOHN, the younger, Christow, Devon, Labourer Dec 10 at 11 Off Rec, 13, Bedford circus, Exeter
WILSHAW, HENRY, Stoke upon Trent, Licensed Victualler Dec 10 at 11.15 Off Rec, Newcastle under Lyme

ADJUDICATIONS.

ANGIER, GEORGE AUGUSTUS, Brighton, Doctor of Medicine Brighton Pet Nov 25 Ord Nov 28
ATKINSON, THOMAS JOHN, and GEORGE HALE ANDREWES, Walbrook, Bill Discounters High Court Pet Oct 14 Ord Nov 27
BAKER, ROBERT, Chesnut rd, Raynes Park, Wimbledon, Draper High Court Pet Oct 24 Ord Nov 26
BARWELL, JOHN WILLIAM, Woodford and Cranford, Northamptonshire, Farmer Northampton Pet Nov 28 Ord Nov 28

BASS, ALFRED, Bexley, Kent, Draper Rochester Pet Nov 26 Ord Nov 26
BENNETT, WILLIAM STERNDALE, Birmingham, Photographer Birmingham Pet Nov 23 Ord Nov 28
BLACKALL, JOHN, Duke st, St James's, Fine Art Dealer High Court Pet Nov 7 Ord Nov 28
BLENKARN, JAMES, Gt Grimsby, Coal Merchant Gt Grimsby Pet Nov 26 Ord Nov 26
BULMER, MICHAEL, Sowerby, nr Thirsk, Yorks, Slipper Maker Northallerton Pet Nov 27 Ord Nov 27
BUNYAN, ROBERT, CHARLES COMPTON POTTER, and HARVEY FRANCIS DAY, Landport, Engineers Portsmouth Pet Oct 1 Ord Oct 30
BYNOE, ELIZABETH JANE, Endsleigh gdns, Euston rd, Widow High Court Pet Oct 31 Ord Nov 28
CARTER, LOUIS EDWARD, Wealdstone, Harrow, Farmer St Albans Pet Nov 20 Ord Nov 25
CLAIRMONTE, EGERTON, late Avonmore rd, West Kensington High Court Pet Sept 17 Ord Nov 27
DAVIES, STEPHEN, Guilsfield, Montgomery, Farmer Newtown Pet Nov 24 Ord Nov 26
DOBSON, HENRY, Wakefield, Joiner Wakefield Pet Nov 25 Ord Nov 25
DODDS, TOM, Scarborough, Bootmaker Scarborough Pet Nov 26 Ord Nov 26
DONALDSON, WILLIAM HENRY, Landport, Baker Portsmouth Pet Nov 27 Ord Nov 27
DOODY, ROBERT, West Bromwich, Dairyman West Bromwich Pet Nov 23 Ord Nov 27
DREW, NICHOLAS PATRICK, St Edmund's, Isle of Dogs, Millwall, Clerk in Holy Orders High Court Pet Nov 27 Ord Nov 27
DUCKERS, CHARLES, Burton on Trent, Cooper Burton on Trent Pet Nov 25 Ord Nov 25
EMMETT, WILLIAM, and ARTHUR HISTON, Gateshead, Mineral Water Manufacturers Newcastle on Tyne Pet Nov 19 Ord Nov 26
EVANS, GWILYM, Pontypridd, Glam, Grocer Pontypridd Pet Nov 21 Ord Nov 24
FRYER, HENRY, Eldwick, Yorks, Market Gardener Bradford Pet Nov 28 Ord Nov 28
GAYFORD, ARTHUR SEDLEY, Woodbridge, Suffolk, Maltster Ipswich Pet Oct 26 Ord Nov 28
GODDARD, SAMUEL CHARLES, Battersea pk rd, Surrey, Baker Wandsworth Pet Nov Ord Nov 26
HAMILTON, WILLIAM FIELDING, Cornwall grdns, Kensington, Livery Stable Keeper High Court Pet Oct 8 Ord Nov 26
HARVEY, CHARLES HENRY, Manchester, Sanitary Engineer Manchester Pet June 13 Ord Nov 26
HAYNES, ELI, Walsall, Keymaker Walsall Pet Nov 18 Pet Nov 23
HEBBLETHWAITE, THOMAS ELLIS, Bradford, Furniture Salesman Bradford Pet Nov 27 Ord Nov 27
HOPKINS, JOHN, Praed st, Paddington, Second hand Clothes Dealer High Court Pet Nov 28 Ord Nov 28
JOHNSON, WILLIAM ARTHUR, Hove, Sussex, Mental Nurse Brighton Pet Nov 27 Ord Nov 27
JONES, EDWARD, Llanidloes, Montgomery, Butcher Newtown Pet Nov 26 Ord Nov 26
JONES, OWEN, late of Nantyfelin, Llanfairfechan, Carnarvonshire, Coal Merchant Bangor Pet Nov 26 Ord Nov 26
LOUGHER, THOMAS, Cowbridge, Glam, Innkeeper Cardiff Pet Nov 25 Ord Nov 25
MASSEY, EVAN PEIRCE, Totnes, Devon, Baker East Stonehouse Pet Nov 26 Ord Nov 26
MCBAIN, GEORGE, Newcastle on Tyne, Draper Newcastle on Tyne Pet Nov 26 Ord Nov 26
PIERCY, WILLIAM, Aldershot, Builder Guildford and Godalming Pet Oct 16 Ord Nov 27
PLUCKNETT, ROBERT BRINSLEY, Albemarle st, Piccadilly High Court Pet Oct 1 Ord Nov 27
PRICE, WILLIAM, South Stockton, Grocer Stockton on Tees Pet Nov 27 Ord Nov 27
PRINCE, WILLIAM, Barton under Needwood, Staffs, Wheelwright Burton on Trent Pet Nov 27 Ord Nov 27
ROBINSON, EDWARD ARKLESS, Newcastle on Tyne, Agent Newcastle on Tyne Pet Nov 28 Ord Nov 28
ROBINSON, JAMES, Bolthy, nr Thirsk, Yorks, Butcher Northallerton Pet Nov 27 Ord Nov 27
SAWLE, WILLIAM HENRY, Worthing, Builder Brighton Pet Nov 27 Ord Nov 27
SEYMOUR, GEORGE SLATER, Exeter, Wholesale Stationer Exeter Pet Nov 26 Ord Nov 26
SMITH, WILLIAM THOMAS, Birmingham, Mattrass Maker Birmingham Pet Nov 28 Ord Nov 28
SOLOMON, H, Fleet st, Advertising Agent High Court Pet Nov 7 Ord Nov 28
TAYLOR, FRANK, Rotherham, Watchmaker Sheffield Pet Oct 30 Ord Nov 26
TAYLOR, CHARLES, Bolton, Joiner Bolton Pet Nov 26 Ord Nov 26
TAYLOR, HARRY, Buckland, Hants, Chief Engineer in Royal Navy Portsmouth Pet Sept 25 Ord Oct 16
TUCKER, WILLIAM ALFRED, Woolwich, Licensed Victualler Greenwich Pet Nov 16 Ord Nov 16
WARBURTON, JOHN, Conisborough, Yorks, Mining Engineer Sheffield Pet Nov 28 Ord Nov 28
WHITE, JOHN, St Leonards on Sea, Lodging house Keeper Hastings Pet Nov 28 Ord Nov 28
WILLS, JOHN, the younger, Christow, Devon, Labourer Exeter Pet Nov 24 Ord Nov 27

SALE OF ENSUING WEEK.

Dec. 10.—Mr. PERCY H. CLARKE, at the Mart, E.C., Improved Rental (see advertisement, this week, p. 4).